EQUITY AND LAW LIFE ASSURANCE SOCIETY,
18, LINCOLN'S INN FIELDS, LONDON, W.C.

Whole-world policies in most cases free of charge.
Policies indisputable and unconditional.

SPECIMEN BONUSES.

Actual additions made to Policies of £1,000 effected under Tables I. and II.

Age at Entry.	NUMBER OF PREMIUMS PAID.				
	Five.	Ten.	Twenty.	Thirty.	Forty.
	£ s.	£ s.	£ s.	£ s.	£ s.
20	103 0	191 10	431 0	*736 0	*1,092 0
30	112 0	211 0	464 10	*819 0	*1,167 0
40	124 0	232 0	525 10	*939 10	*1,343 10
50	147 0	276 10	*636 10	*1,126 0	.....
60	197 10	372 0	*836 10	.....	.....

EXAMPLE.—A Policy for £1,000, effected 30 years ago by a person then aged 30, would have increased to £1,819, or by more than 80 per cent.

In the cases marked * the Bonuses, if surrendered, would be more than sufficient to extinguish all future premiums, and the Policy-holders would still be entitled to share in future profits.

THE ANGLO-ARGENTINE BANK, LIMITED.

CAPITAL £500,000, in 50,000 SHARES of £10 each,
WITH POWER TO INCREASE.

PAID-UP . . . £250,000.

HEAD OFFICE: 15, NICHOLAS LANE, LONDON, E.C.

DIRECTORS.

SAMPSON S. LLOYD, Esq., *Chairman.*

Sir HENRY CARTWRIGHT. | CHARLES E GUNTHER, Esq.
EDWARD BUNGE, Esq. | JAMES HEMMERDE, Esq.
HENRY A. GREIG, Esq. | WILLIAM KAYE, Esq.
HENRY J. NORMAN, Esq.

Bankers—Messrs. MARTIN & CO.

Offices at Buenos Ayres—486, PIEDAD.

Deposits received at the London Office for fixed periods, at rates of interest to be ascertained on application.

The present rates are 4½ per cent. for one year, 5 per cent. for two or three years.

Letters of Credit, Bills of Exchange, and Cable Transfers issued.

Bills payable in the Argentine Republic negotiated, advanced upon, or sent for collection.

The Bank will effect Purchases and Sales of Stocks, Shares, Coupons, and other securities, and also collects Dividends, and undertakes every description of Banking business.

EDWARD ARTHUR, *Manager.*

Cases Reported this Week.

In the Solicitors' Journal.

Blundell, Re, Blundell v. Blundell 143
Falck v. Axthelen 141
Mackenzie v. Childers 142
Manchester Royal Infirmary, Dispensary, and Lunatic Hospital v. The Attorney-General, Re The National Permanent Mutual Benefit Building Society 142
Phillips v. Cayley 141
Reg. v. The Justices of the County of London 143
Robertson v. Hartopp 141
Webber, Ex parte, Re Webber 144

In the Weekly Reporter.

Abergavenny Improvement Commissioners v. Straker 158
Baird, Ex parte, In re Hecquard ... 148
"Calliope," The 155
Glasscock v. Balls 155
Membery v. Great Western Railway Co. 145
Salmon, In re, Priest v. Uppleby ... 150
Thornton v. Clegg and Others (Justices) 160
Thurso New Gas Co., In re 156

VOL. XXXIV., No. 9.

The Solicitors' Journal and Reporter.

LONDON, DECEMBER 28, 1889.

CURRENT TOPICS.

AN ESTEEMED CORRESPONDENT last week inquired whether the practice, which it appeared from the correspondence in the *Times* was in vogue in the country, for affidavits in an action to be sworn before the solicitor for the other party to the action, was valid? Since his letter was printed, we have had an opportunity of ascertaining the practice in this respect from two distinct quarters, which may be taken as typical of a large number of towns of small size, and we find that affidavits are constantly sworn before the solicitor, or a member of the firm of solicitors, engaged on the other side. There are often only two solicitors in the place who are commissioners for oaths, and when one of them is engaged for the plaintiff in the action and the other for the defendant, there would be great inconvenience caused if all affidavits in the action had to be sworn at a distance. Mr. BRAITHWAITE, in his excellent manual for the use of Commissioners to administer Oaths (4th ed., p. 42), says that "A commissioner may not take an affidavit, &c., in any cause or matter in which he is concerned as solicitor, or where he is clerk to the solicitor for *any of the parties*." Mr. BRAITHWAITE probably meant by this "for any party on whose behalf the affidavit was made." Otherwise the last words of this statement are not borne out by the authorities given in support of it. In *Re Hogan* (3 Atk. 812), *Wood* v. *Harpur* (3 Beav. 290), *Hopkin* v. *Hopkin* (10 Hare, appendix ii.), and *Duke of Northumberland* v. *Todd* (26 W. R. 350), the affidavits appear to have been sworn before the solicitor who got up the evidence or acted in some way for the party on whose behalf the affidavit was made. The rule was explained by Vice-Chancellor WOOD in *Foster* v. *Harvey* (11 W. R. 899, 2 N. R. 443) as being that "the solicitor in the cause or his clerk, *by whom the affidavit had to be prepared*, ought not to administer the oath." In *Re Gregg* (18 W. R., at p. 590, L. R. 9 Eq., at p 144) Lord ROMILLY said that "an affidavit must not be sworn before a solicitor who is acquainted with all the facts of the case, *and who is employed to conduct it to a successful termination.*" And in some observations which appeared in this journal at the time of the decision of the case of *Duke of Northumberland* v. *Todd*, which we believe were from the pen of Mr. BRAITHWAITE himself, the decision in that case was questioned on the ground that the solicitor before whom the evidence was sworn was not the solicitor by whom the affidavits had been prepared, nor a solicitor acquainted with all the facts of the case. We think, therefore, that, apart from the rule of court to which Mr. B. G. LAKE refers in another column, the rule has long been settled. He usefully draws attention, however, to the important change which, after the 1st of January next, will be introduced by the Commissioners for Oaths Act, 1889. Section 1 (3) of that Act provides that "a commissioner for oaths shall not exercise any of the powers given by this section in any proceeding in which he is solicitor *to any of the parties to the proceeding*, or clerk to any such solicitor, *or in which he is interested.*" The words "or clerk to any such solicitor" were, we believe, inserted at the suggestion of the Council of the Incorporated Law Society, and were, of course, necessary to give effect to the new provision, if it was to be inserted. But we are inclined to think that its insertion will give rise to considerable inconvenience in the large class of cases mentioned at the commencement of these observations, and it is rather to be regretted that, so far as we know, attention was not called to the matter while the Bill was before Parliament.

A CORRESPONDENT of the *Times* has suggested that a Government prosecution should be forthwith undertaken against the persons styling themselves "the Executive Committee of the National Amalgamated Sailors' and Firemens' Union," on the ground that their interference in the dispute between the South Metropolitan Gas Co. and its men constitutes an indictable conspiracy, and in a leading article of Tuesday last the *Times* considers that the time has arrived for discovering what resources the common law may have for protecting the public from the serious troubles with which they are threatened. Some years ago the principles of the common law might doubtless have been evoked to some purpose, but the provisions of the statute law are now so specific that no such course appears to be practicable. The Trades Union Act of 1871 (34 & 35 Vict. c. 32), which abolished criminal liability in respect of acts restraining the free course of trade, was indeed held in *Reg.* v. *Bunn* (12 Cox, 316) not to have abolished also in such cases the crime of conspiracy, and a combination between servants to hinder their master from carrying on his business by simultaneously breaking unexpired contracts of service was held, notwithstanding the statute, to be an indictable conspiracy. But this decision was followed by the repeal of the Act of 1871, and the enactment in its place of the Conspiracy and Protection of Property Act, 1875 (38 & 39 Vict. c. 86). Section 3 of this provides that "an agreement or combination by two or more persons to do, or procure to be done, any act in contemplation or furtherance of a trade dispute between employers and workmen shall not be indictable as a conspiracy if such act committed by one person would not be punishable as a crime." It is to be noticed that this is not restricted to proceedings taken by the workmen, and appears, therefore, expressly to exclude the criminal liability of the committee above referred to, unless the acts to which they incite the workmen are in themselves criminal. But, in the face of section 4 of the same

statute, this can hardly be maintained. That provides specifically for cases of breach of contract by persons employed in the supply of gas and water, but it is restricted to actual breach of contract, and has nothing to say against the giving of notices to terminate a contract. The crime, indeed, of breaking the contract is not committed unless this is done wilfully and maliciously, and with the knowledge that the probable consequence will be to deprive the inhabitants of the place wholly or to a great extent of their supply of gas or water. From the way in which these matters are associated with actual breach of contract to constitute the statutory offence, it seems to follow that where there is no breach of contract, but simply the lawful giving of notice to terminate it, this involves no criminal act, even though the workmen foresee the consequences thus described. As it would be impossible, upon this view, to prosecute the workmen, it appears to be impossible to bring an indictment for conspiracy against those at whose instigation they leave their employment. In the present state of the law it appears that the only remedy is that which Mr. LIVESEY has been adopting, and the introduction of which has largely led to the existing state of things. The burden is thrown upon the employers of so arranging their contracts of service as to prevent any possible damage to the public upon the simultaneous termination of them. This may not be satisfactory to all parties, but in the face of the above enactments the conflicting interests of the workmen and the public are more likely to be adjusted by further legislation, should that be necessary, than by a return to the somewhat rusty principles of the common law.

IN THE CASE of *Robertson* v. *Hartopp* (reported elsewhere) the Court of Appeal gave an important decision as to the mode of ascertaining whether a lord, upon an approvement of part of a waste, has left sufficiency of common of pasture. Some recent cases appear to have proceeded on the supposition that this sufficiency might be determined by considering the actual requirements of the commoners in recent years. Thus, in *Lascelles* v. *Onslow* (2 Q. B. D., at p. 450), it was said:—"There never has been an insufficiency; and in ordinary seasons there will not be, if the average demand for the last ten years is to be taken as a fair measure of the requirements of the commoners for the future." And in the same way, in *Lake* v. *Plaxton* (10 Ex. 196), it was held that the right of the Crown to put deer upon a common might safely be neglected, it being proved in point of fact that there had been no deer there for upwards of twenty years. The real test, of course, is that each commoner is entitled to turn out as many beasts as are levant and couchant on his land, or, in other words, so many as the land will maintain in the winter (*per* BULLER, J., in *Scholes* v. *Hargreaves*, 5 T. R., at p. 49). It is by no means necessary, however, that the number of beasts for which common is claimed should be actually maintained out of the land, the test being, indeed, merely a measure of the right. Thus, in *Carr* v. *Lambert* (L. R. 1 Ex. 168), it was said that levancy and couchancy are rather the measure of capacity of the land than a condition to be actually and literally complied with by the cattle lying down and getting up, or by their being fed off the land. The practical question appears to be whether the capacity will be reduced by a change in the state of cultivation of the land which makes it, temporarily at least, impossible that cattle, to the extent claimed, could be levant and couchant upon it. This point was also considered in *Carr* v. *Lambert*, and, while no opinion was expressed upon the case where the land was rendered permanently unfit to support cattle, it was held that its temporary use for other purposes would in no way lessen the commoner's rights. This distinction will probably explain the decision in *Lascelles* v. *Lord Onslow*, where regard was had to the general change in the character of the tenements, and it was pointed out that, considering the situation of the common in question, and the advance of population on all sides, the capacity of the commonable tenements as a whole to maintain commonable cattle was more likely to be a decreasing than an increasing quantity. Upon this ground the evidence of use for the last ten years might reasonably be held to be good evidence of sufficiency, but clearly the decision would not apply where the commoners could at any moment resume the exercise of their full rights. Accordingly in *Robertson* v. *Hartopp* it was held that the only way to ascertain whether sufficiency of common had been left was to assume that each commoner might at any moment exercise his full existing rights. Actual user may still, it appears, be accepted as *prima facie* evidence of the extent of these; and in many cases it may be impossible to attempt any exact calculation. Where this is possible, however, the commoners have a right to insist upon it in spite of the fact that for a long time they have neglected to enjoy their legal privileges.

ON A RECENT OCCASION (*ante*, p. 72) we directed the attention of our readers to the decisions of the Divisional Court in Bankruptcy in *Ex parte Webber* (*ante*, p. 65), and of the Court of Appeal in *Ex parte Harris* (*ante*, p. 80), upon the question whether notice of an appeal against a receiving order ought to be served upon the official receiver. In *Ex parte Webber* the Divisional Court dismissed an appeal from a receiving order made by a county court, on the ground that notice of the appeal had not been served on the official receiver within the twenty-one days limited by the rules for appealing. Notice had in fact been served on him long before the appeal came on to be heard, and he appeared by counsel upon the hearing. In *Ex parte Harris* the appeal was from a receiving order made by a registrar of the London Bankruptcy Court, and the objection was taken that the official receiver had not been served. The court held that in the particular case it was not necessary that he should be served, because an order had been made staying the proceedings under the receiving order pending the appeal. But they expressed their intention of shortly laying down a general rule applicable to cases in which the proceedings under the order had not been stayed. On Friday week an opportunity of laying down this rule occurred. An application was made by the debtor in *Ex parte Webber* for leave to appeal from the decision of the Divisional Court. The application had been made to that court and refused, on the ground that the conduct of the debtor (particularly in interfering with the possession of the receiver) was such as to disentitle him to any indulgence, and the Court of Appeal refused the application on the same ground. But the propriety of the rule laid down by the Divisional Court, that the official receiver ought always to be served with notice of an appeal against a receiving order, was fully discussed, and the Court expressed their approval of the rule, and said that in future the same rule must be observed as to appeals to the Court of Appeal, whether proceedings under the receiving order have or have not been stayed. The notice must be served on the official receiver within the time prescribed by the rules for service upon the petitioning creditor. The Court thought that this rule was a very good and salutary one, in order to prevent collusion between the debtor and the petitioning creditor, and to protect the interests of the other creditors, for whose benefit the receiving order when made would enure. Notwithstanding this general rule, the court would always have power, under rule 15 of order 58, to extend the time for serving the official receiver, if special circumstances should make it right to do so. Though the official receiver was always to be served with notice of an appeal from a receiving order, the rule laid down in *Ex parte Dixon* (28 SOLICITORS' JOURNAL, 497, 13 Q. B. D. 118) would remain unaffected—viz., that the official receiver ought not to appear on the hearing of the appeal unless he had something material to communicate to the court. If he appeared unnecessarily, he would run the risk of having to pay his own costs personally. Moreover, he must remember that he ought never to act as a partisan, his duty being only to see that right was done to all parties. The question was discussed whether the official receiver is a party "directly affected" by such an appeal, within the meaning of rule 2 of order 58, which provides that "the notice of appeal shall be served upon all parties directly affected by the appeal, and it shall not be necessary to serve parties not so affected." The court thought it unnecessary to decide this question, because rule 2 goes on to provide that "the Court of Appeal may direct notice of the appeal to be served upon all or any parties to the action or other proceeding, or upon any person not a party, and in the meantime may postpone or adjourn the hearing of the appeal upon such terms as may be just." Lord ESHER, M.R., and LINDLEY, L.J., thought it doubtful whether the official receiver was "directly affected" by the appeal. Lord Justice LOPES was inclined to think that he was 'directly affected' in such a case. He represented the interests of all the creditors; important duties

and responsibilities were imposed on him by the order; and the very existence of his office was called in question by the appeal.

A CORRESPONDENT raises a point under the Mortmain and Charitable Uses Act of last year with regard to the enrolment of assurances of land for certain charitable purposes. He says:—The Mortmain Act of Geo. 2 (9 Geo. 2, c. 36, s. 1) required all assurances of lands for charitable purposes to be executed with certain formalities, and, among other conditions, to "be enrolled in his Majesty's High Court of Chancery within six calendar months next after the execution thereof." Some of these formalities were modified by later statutes, but the necessity of enrolling all charitable assurances continued until the 13th of July, 1868, when a new Act (31 & 32 Vict. c. 44, afterwards extended by 34 Vict. c. 13) rendered enrolment optional in the case of assurances for religious, educational, literary, and scientific purposes, made *bonâ fide* for full and valuable consideration *after* the passing of the Act. With a view, however, to rendering valid assurances for certain purposes made before that date, which, owing to mistake or accident, had never been properly enrolled under the Act of Geo. 2, an Act was passed in May, 1861 (24 & 25 Vict. c. 9), "to amend the law relating to the conveyance of land for charitable uses," the 3rd section of which provided a means of making good the omission within six calendar months next after the passing of the Act; and the time for effecting such subsequent enrolment was extended by later Acts (25 & 26 Vict. c. 17, and 27 & 28 Vict. c. 13) until the 17th of May, 1866. [The same Acts made similar provision for cases where the charitable uses were declared by a separate trust deed.] Almost immediately after these Acts expired, a new enactment (29 & 30 Vict. c. 57) empowered the Court of Chancery, upon the application by summons in a summary way of any trustee or other person entitled to act in the management of any charitable trust, to make orders authorizing the enrolment in that court of certain charitable assurances, any such assurance thereupon to be enrolled accordingly within six calendar months from the date of the order. And, lastly, a section of the Act of 1872 (35 & 36 Vict. c. 24, s. 13) varied the Act last mentioned by providing for the enrolment of such assurances by the clerk of enrolments in chancery for the time being. It follows that, until the passing of the Act of last year, sufficient provision existed for the enrolment of assurances for religious, educational, literary, and scientific purposes made before the 13th of July, 1868, in cases where, owing to inadvertence, the requirement as to enrolment had not been complied with. But the 13th section of the new Act repeals all these enactments, and the question arises whether it substitutes any effectual means for the same end. It is true that the 5th section provides for the enrolment of any instrument not duly enrolled "*the enrolment whereof is required under this part*" (*i.e.*, under Part II.) "*of the Act for the validation of an assurance.*" But, in the first place, it is doubtful whether this clause would cover instruments the enrolment of which is required, not under this Act, but under *other* and earlier Acts; and, secondly, Part III. (sections 6 and 7) declares that Part II. shall not apply to certain specified assurances, including assurances for religious, educational, literary, and scientific purposes, and consequently the enrolment of those assurances is not required *under Part II.* of the Act. It appears, therefore, says our correspondent, that while the new Act provides a means of remedying the omission to enrol in the case of future assurances for charitable purposes, it is open to doubt whether section 5 applies at all to assurances executed before the Act; and that, even if section 5 be held to apply to existing assurances for charitable purposes generally, there is still doubt whether it would apply to those assurances which are apparently excluded from the operation of Part II. by the exemption clause. It seems to us, however, that our correspondent has, perhaps, hardly sufficiently considered the proviso to the repealing section (13) of the recent Act. That provides that the repeal is not to affect "any right . . . acquired . . . under any enactment hereby repealed." Would not the right to obtain enrolment in the cases he mentions be a right acquired under the repealed enactments, and so be saved from the repeal?

The death of Sir J. Heron, Town Clerk of Manchester, is announced.

THE EXECUTION OF POWERS BY A GENERAL DEVISE.

THE decision given by Mr. Justice NORTH some eighteen months ago in the case of *Mason* v. *Thorne* (37 W. R. 10, 38 Ch. D. 630), which has already been so frequently doubted by other judges of the Chancery Division, has now been overruled by the Court of Appeal in *Phillips* v. *Cayley* (reported elsewhere). The question at issue is whether section 47 of the Wills Act, 1837, applies to cases in which an instrument creating a general power of appointment requires that, if exercised by will, there shall be an express reference to the power. The words of the section are:—"A general devise of the real estate of the testator . . . shall be construed to include any real estate . . . which he may have power to appoint *in any manner he may think proper*, and shall operate as an execution of such power, unless a contrary intention shall appear by the will," and there are similar words in regard to a bequest of personal estate. The great change which this enactment introduced into the law, and the apparent harshness of its operation in certain cases, produced at first some unwillingness to carry it out to its full extent, and in *Re Clark's Estate* (14 Ch. D. 427) BACON, V.C., noticed the evident "inclination to nibble at the clause," and to try it by a test more severe than, in view of the general provisions of the Wills Act, it ought to be exposed to. Thus, in *Moss* v. *Harter* (2 Sm. & G. 458), STUART, V.C., thought that the enactment should only apply where the power of appointment was in such absolute terms as to amount to absolute property, meaning, perhaps, that the ultimate limitation in default of appointment must be to the donee in fee; while Lord St. LEONARDS was unwilling to allow it to operate where a settlor had made a deliberate settlement of property, only reserving to himself a power of appointment in view of future contingencies. In such cases he thought it would require some indication of an intention by him to defeat his settlement in order to hold a general gift in his will, which could be satisfied by other property, to be an execution of his power. But this tendency to cut down the operation of the statute received a decisive check in the Court of Appeal in *Re Clark's Estate* (*suprà*), and this fact may account for the opposite mistake which was made in *Mason* v. *Thorne*.

The chief point in construing the section is to consider the meaning of the words "in any manner he may think proper." It is clear that these imply that the objects of the power are to be unlimited, and, indeed, it was decided in *Cloves* v. *Awdry* (12 Beav. 604) that a power to appoint among children only will not be included; but is it also to be assumed that there must be no limit of any kind put upon the mode of its exercise? To its full extent this proposition can hardly be maintained, for it seems to be clear that a power of appointing only by will is within the section, and this was laid down by STUART, V.C., in *Hawthorn* v. *Shedden* (3 Sm. & G. 303). But, inasmuch as the statutory execution of the power under consideration must necessarily take place by will, such a construction appears to be reasonable enough, and it may be said that, for the purposes of the statute, the power does not in any sense cease to be general by reason of such a limitation. The case, however, is evidently very different when there is a substantial restriction upon the mode of exercising the power such as that in *Mason* v. *Thorne* (*suprà*). There the instrument by which it was created directed that it should be exercised by will "legally executed and expressly referring to this power or the subject thereof." In spite of these words, however, NORTH, J., declined to admit that the power was other than general, and, indeed, appeared to consider that the imposing of any limitation of the kind was an attempt to evade the statute which would not be permitted. In the next case that arose, *Charles* v. *Burke* (60 L. T. N. S. 380), Mr. Justice KAY refrained from expressing an opinion upon this view, finding it possible to escape from the consequences of it upon another ground. The power here was not a direct power of appointment, but a power of revocation and new appointment, and this, upon the authority of *Palmer* v. *Newell* (20 Beav. 32) and *Pomfret* v. *Perring* (5 De G. M. & G. 775), he held to be excluded from the operation of the section. But subsequently, in *Robinson* v. *Burke* (37 W. R. 504), where a similar power was to be exercised by any writing, but not by will, unless expressly referring to the trust fund, CHITTY, J., took the direct ground that this was not a power to appoint in any manner the testator might think proper, and although the restric-

tive words were stronger than in *Marsh* v. *Thorne* (*suprà*), and it was therefore not necessary expressly to disagree with that decision, yet it was certainly disapproved of. Then in *Phillips* v. *Cayley* (33 SOLICITORS' JOURNAL, 559) the restriction in *Marsh* v. *Thorne* was substantially repeated, and, as KEKEWICH, J., decided that the power was not sufficiently general to be within section 27, the present appeal was brought. It is satisfactory that it has been decided in such a manner as to give effect to the intention of settlors, and in accordance with what we believe was understood till recently to be the law. Some reliance was placed on section 10 of the Wills Act, which provides that any special formalities imposed on the execution of a power by will need not be observed provided the will itself is validly executed, and it was thought that, if there had been an intention to override restrictions of other kinds, section 27 would have been more explicit upon the point. But it appears to be sufficient to rest upon the obvious argument that a power restricted as in the above cases cannot, upon any fair rendering of the section, be regarded as a power to appoint in any manner the testator thinks proper. The result will confirm numerous settlements which have been made in the belief that the requirement of express reference to the power was quite sufficient to prevent its execution by a general devise.

THE NECESSITY FOR ACTUAL FRAUD IN AN ACTION OF DECEIT.

THE case of *Derry* v. *Peek* (38 W. R. 33, 14 App. Cas. 337) has finally decided that, in order to maintain an action of tort for damages for a false representation, it is necessary to prove actual fraud — *i.e.*, dishonest conduct on the part of the defendant. Lord HERSCHELL, in giving his judgment, went carefully through all the authorities for the purpose of shewing that, properly appreciated, they establish the above proposition; and we are very far from saying that such an exhaustive treatment of the subject in the ultimate court of appeal was thrown away; but we must confess to some sympathy with the feeling expressed by Lord BRAMWELL when he said that he was reluctant to cite authorities to shew that in such a case actual fraud must be proved. As he says, among common lawyers it was one of the first things one learned, and it was never doubted till recently. As all those who are familiar with common law practice and doctrines before the Judicature Acts know, the well-established forms of pleading were often the strongest authority to shew what was really the common law doctrine on many subjects. The declaration in an action of tort for false representation—or, in other words, an action of deceit—invariably alleged that the representation was made fraudulently, or alleged facts from which fraud necessarily appeared. We should like to have seen a pleader who had the courage to draw a declaration in such an action alleging merely that the statement was false and that the defendant made it carelessly and without reasonable ground for believing it to be true. We have very little doubt what would have happened to such a declaration on demurrer.

A loose notion sprung up which, in later days, has acquired considerable development, that, the equitable doctrine as to fraud being wider than that of the common law, inasmuch as equitable doctrines were to prevail under the present system, the ancient doctrine of the common law as to false representation must be modified accordingly. This idea is an example of a very common confusion of thought. Assuming that in equity certain consequences for certain purposes may follow from false representations under certain circumstances without actual fraud, it does not in the least follow that the common law doctrine as to the necessary elements in the action for deceit must be modified. The action of deceit was a common law action. Courts of equity never could have established any equitable doctrine as to the right to recover damages at common law for a false representation. The rules of equity are not abstract propositions; they can only have relation to the extraordinary remedies administered in courts of equity, or to cases where law and equity substantially cover the same ground. It may very well be that a court of equity might, where a man was seeking the extraordinary remedies administered by such court, refuse to apply such remedies, if, by reason of a statement which though honestly made was false, the plaintiff had misled the defendant, or that such a court might interfere by way of extraordinary remedy to give relief against, or prevent the enforcement of, a legal right procured by such a statement. Similarly, it is possible, though we do not say it is so, that in questions as to rescission of contracts legal doctrines may have to be modified on the ground that there are cases where equity and law substantially cover the same ground. But this has nothing whatever to do with the suggestion that the common law action of deceit could be maintained without actual fraud.

We believe that, if the chancery cases were carefully considered, it would be found that, in at any rate a great many of them, the proper inference was that there was actual fraud, and, if there had been no other way out of the difficulty, the judge would have found it; but what one may call the "equity" way of looking at things enabled him to do justice without finding actual fraud, and he availed himself of the opportunity. When one comes to consider the nature of equity procedure, and the way in which equity originated, it is not very difficult to see how it came about that the notion of legal fraud without moral fraud came into existence. Equity originally represented a revolt against the injustice resulting from the too rigid application of the generalizations which are called law. It has always seemed to us that the whole notion of equity originally involved a great difficulty with regard to its basis and limitations, and that difficulty has been frequently suggested to us by the language and ideas current among some of its professed exponents. Of course, we recognize the fact that, as practically worked out in reference to precedents, equity has become in some respects as well defined a system as the common law, but it is difficult to see wherein it originally consisted except in the application of undefined notions of fairness and natural justice to the concrete facts of particular cases without regard to existing *formulæ* or general rules laid down by law as to what is fair and just. The result is a tendency inimical to any rigid demarcation between fact and law. The reports, even down to the present time, are full of equity decisions which illustrate our meaning. In a court where the judge has to determine both the law and the facts without the aid of a jury, there would be a natural reluctance to find actual fraud, unless it were absolutely necessary, and to a judge imbued more or less with the tendency of equity above mentioned, it would be very natural to decide in the same way as though there had been actual fraud and yet to avoid absolutely finding it. It is not, however, necessary, in connection with the present topic, to discuss the exact nature and limitations of the doctrine of equity with regard to fraud and when in equity actual fraud is necessary.

It is quite consistent with the decision we are discussing that, with regard to the cases with which the equity doctrine is conversant and the remedies which a court of equity applies, the equity doctrine with regard to the consequences of false representation may not require actual fraud. We may even admit that, if so, possibly, where the doctrines of common law are conversant with substantially the same questions as would arise in relation to the rights of parties in equity procedure, the original doctrine of the common law as to false representations must now be modified—as, for instance, in cases where a right to rescind a contract is set up on the ground of false representations. We do not admit that under any circumstances "legal fraud" is an accurate or appropriate expression. But the truth is that these questions are quite distinct from the question raised in *Derry* v. *Peek*, which was simply whether the common law action for damages for false representation could be maintained without fraud. There could be no question in such a case of an equity doctrine having superseded a common law doctrine, for the reasons we have given; and for the House of Lords to have held at this time of day that actual fraud was not necessary in such an action would have been legislating, not declaring the law. The day has gone by when a court of law, even if it be the highest, can give such decisions as that in *Taltarum's case*. It may, however, well be that in certain cases the Legislature should make the action maintainable without actual fraud.

Owing to the necessity for going to press unusually early this week, we are sorry to be compelled to leave over some correspondence received late on Tuesday.

REVIEWS.

THE ANNUAL PRACTICE.

THE ANNUAL PRACTICE, 1889-90: BEING A COLLECTION OF THE STATUTES, ORDERS, AND RULES RELATING TO THE GENERAL PRACTICE, PROCEDURE, AND JURISDICTION OF THE SUPREME COURT, WITH NOTES, FORMS, &c. By THOMAS SNOW, M.A., Barrister-at-Law, CHARLES BURNEY, B.A., a Chief Clerk of Mr. Justice Chitty, and FRANCIS A. STRINGER, of the Central Office. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

We think we may take some credit for having drawn attention, at the time of the first appearance of this work as "The Annual Chancery Practice," to the convenience of its general scheme; to the industry with which the cases were collected, and the care with which they were examined and stated. Two or three years' practical experience of its merits led us to pronounce it incomparably the best book of the kind which existed; probably the best practice which was ever issued. The verdict of the profession has accorded with this opinion; the book has outlived all its competitors, and now appears under the joint editorship of Mr. Charles Burney, one of the editors of the last edition of Wilson's Judicature Acts, and with the addition of some of the notes from that work. Various subjects have been placed under the revision of gentlemen of special knowledge and experience. The result is no doubt to add to the authority of the work, and not, as yet, to interfere with its chief merit; but there is a danger against which we must warn the editors. The success of the book, in our opinion, was due to the fact, not merely that it stated accurately the effect of the cases mentioned — so also did Wilson — but that all the cases, and everything bearing on the construction of the Acts and rules, was to be found in the book. We fancy we see in some parts of the present issue a tendency to state only what is considered sufficiently authoritative to find a place in a standard book of practice. We do not hesitate to say that, if this tendency is allowed to develop, it will be fatal to the success of the book. Practitioners, and judges also, want to have before them everything which can throw any light on the construction or effect of a rule or legislative provision—not to have a selection made for them, by gentlemen of special acquaintance with the subject, of such portions of the matters as they consider authoritative. Subject to this warning, we think that the present edition is a distinct advance on any previous issue. Infinite care has been bestowed on the revision of the notes, and every effort has been made to meet the convenience of the practitioner. The Arbitration Act, 1889, is inserted and annotated, mainly with cross-references.

CORRESPONDENCE.

COMMISSIONERS FOR OATHS.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The rule at present is that an affidavit must not be sworn before the solicitor acting for the party on whose behalf the affidavit is to be used, or before any agent or correspondent of such solicitor, or before the party himself: R. S. C., 1883, ord. 38, r. 16.

But after the 1st of January, 1890, a commissioner is forbidden to administer an oath or take an affidavit in any proceeding in which he is solicitor *for any of the parties* to the proceeding, or clerk to any such solicitor, *or in which he is interested:* Commissioners for Oaths Act, 1889, s. 1 (3).

Attention is called to this alteration in the Annual Practice, 1889, 90, p. 636.

BENJ. G. LAKE.

Dec. 23.

CASES OF THE WEEK.

Court of Appeal.

FALCK *v.* AXTHELEM—No. 1, 19th December.

PRACTICE—TIME FOR PLEADING—PEREMPTORY ORDER TO PLEAD—SUBSEQUENT ORDER FOR PARTICULARS—R. S. C., XIX., 8.

Action commenced by specially indorsed writ. The defendant having obtained extensions of time to plead, on the 1st of August, 1889, on an application for further time to plead, the master made an order for "a month peremptory, pleading as of the 12th of August." On the 9th of August the defendant obtained an order for particulars of the plaintiff's claim to be delivered within fourteen days. The particulars were delivered on the 21st of August. On the 5th of September the plaintiff signed judgment, the defendant not having delivered his defence. The defendant contended that under ord. 19, r. 8, he had the same length of time for pleading after the delivery of the particulars that he had at the return of the summons, which would give him till the 12th of September, and applied to set aside the judgment. The Divisional Court (Huddleston, B., and Stephen, J.), affirming the order of the master and the judge in chambers, refused the application.

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.) affirmed this order. Lord ESHER, M.R., said that the order for a month peremptory to plead meant that the pleading must be delivered within a month unless that order was altered. No application was made to alter that order. The defendant then applied for particulars, and he got the order subject to the previous order, as he did not ask to have the previous order altered. Accordingly he did not get any more time to plead. The judgment, therefore, was rightly signed. LINDLEY, L.J., concurred. The word "peremptory" did not mean that under no circumstances could the order be altered. It meant that the time was not to be further extended unless, under special circumstances, a further order was made varying the previous order. It could not be varied by implication. The master's attention must be called to it when making the subsequent order. The defendant here obtained the order for particulars without calling the master's attention to the previous order. It would be unreasonable to construe ord. 19, r. 8, as altering the previous peremptory order which was inconsistent with it. LOPES, L.J., agreed. Ord. 19, r. 8, did not apply when it was inconsistent with an order previously made. It would be inconsistent with the previous peremptory order. The word "peremptory" meant that the order for extension of time was final unless special circumstances were brought forward to induce a master to alter it.—COUNSEL, *Horne Payne*, Q.C., and *Bower; Lyndon Bell.* SOLICITORS, *Emanuel & Simmonds; Hughes, Masterman, & Reed.*

PHILLIPS *v.* CAYLEY—No. 2, 20th December.

POWER—EXERCISE—GENERAL POWER OF APPOINTMENT BY WILL—CONDITION IMPOSED—WILL NOT COMPLYING WITH CONDITION—WILLS ACT (1 VICT. C. 26), SS. 10, 27.

This was an appeal from a decision of Kekewich, J. (33 SOLICITORS' JOURNAL, 559), the question being, whether a power to appoint by will had been exercised. By a settlement made in 1884 it was declared that the trustees should hold some stock "upon trust for such person or persons and for such purposes as H. R. Phillips shall at any time or times, or from time to time, by writing under his hand (not being a will or codicil), or by will or codicil expressly referring to this power, appoint," and, in default of appointment, upon the trusts therein mentioned. H. R. Phillips died in 1886, having by his will and codicils bequeathed all his personal property to trustees, upon certain trusts. The testator did not, however, either in the will or in any of the codicils, refer to the power of appointment, or specifically to the settled property. The question was, whether the will and codicils operated as an exercise of the power. By section 27 of the Wills Act it is provided that "a bequest of the personal estate of the testator, or any bequest of personal property described in a general manner, shall be construed to include any personal estate, or any personal estate to which such description shall extend (as the case may be), which he may have power to appoint in any manner he may think proper, and shall operate as an execution of such power, unless a contrary intention shall appear by the will." In a similar case—*Re Marsh* (38 Ch. D. 630, 32 SOLICITORS' JOURNAL, 457, 37 W. R. 10)—North, J., held that the will operated as an exercise of a power by virtue of section 27. But a contrary opinion was expressed by Chitty, J., in *Re Phillips* (33 SOLICITORS' JOURNAL, 415, 41 Ch. D. 417), and by Kay, J., in *Charles* v. *Burks* (60 L. T. 380). In the present case Kekewich, J., expressly dissented from the view of North, J., and held that the will was not a good exercise of the power.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that, in order to find a contrary intention, it was necessary, having regard to section 27, to look at the will itself; but the question here was, whether this was a power which enabled the will to operate. The words of the section included any property which the testator might have power to appoint in any manner. The language was not confined to a testamentary power of appointment, but it was conceded that a power of appointment by deed only was not within the section. In order to ascertain whether the will had exercised the power, it was necessary to see, first, whether there was a contrary intention appearing by the will, and, secondly, whether the will was such a will as was within the power. The fetter imposed by the power in the present case was not prohibited by any Act of Parliament. When it was intended by the Legislature to prohibit any particular condition, that was expressly dealt with, as in the case of conditions imposed upon the mode of executing the power. That was expressly provided for by section 10 of the Wills Act, which was, however, limited to the mode of execution. The settlor had declared that his property might be disposed of by any will expressly referring to the power, and any other will was not within the power, and his lordship failed to see how a will not containing the requisite condition could, under section 27, operate as a good exercise of the power. BOWEN and FRY, L.JJ., concurred.—COUNSEL, *Byrne*, Q.C., and *A. J. Allen; Warmington*, Q.C., and *Warrington; Bramwell Davis.* SOLICITORS, *Allen & Sons; Potter, Sandford, & Kilvington.*

ROBERTSON *v.* HARTOPP—No. 2, 21st December.

LORD OF MANOR—RIGHT TO APPROVE WASTE—SUFFICIENCY OF COMMON FOR TENANT—MEASURE OF SUFFICIENCY.

A question arose in this case as to the proper measure of sufficiency of common for the tenants of a manor upon the wastes of the manor. The action was brought against the lord of a manor by persons who claimed to be the owners of freehold and copyhold hereditaments held of the manor, and of freehold lands formerly copyhold of the manor, but now

enfranchised, on behalf of themselves and all other owners and occupiers of such lands (except such of them as had released their rights of common), to establish the title of the plaintiffs and the other persons on whose behalf they sued to certain rights of common over the waste lands of the manor, and to obtain an injunction against certain acts which were alleged to be an interference with those rights. These acts were the erection of certain buildings and fences and the making of certain inclosures upon the waste lands of the manor, and the removal of herbage and underwood from, and the digging of turves, loam, gravel, and soil upon, the waste lands. Stirling, J., gave judgment for the plaintiffs. The defendants appealed on the ground that the sufficiency of common for the tenants, to which the lord's right to inclose was subject, was merely a sufficiency for the practical requirements of the tenants according to the present mode of farming and the average number of animals turned out during a series of past years, and that, measured by this test, the lord had left a practical sufficiency.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. FRY, L.J., who delivered the judgment of the court, held upon the evidence that the plaintiffs' rights of common extended to 1,440 sheep His lordship continued:—The lord can, as is well known, exercise his right to approve, subject only to proof by him, that the commoners have not only free egress and regress, but also sufficient pasture as much as belongeth to their tenements (*sufficientem pasturam quantum pertinet ad tenementa sua*, to use the words of the Statute of Merton), and the controversy before us has been on the question of sufficiency. For several years past the pasture on the wastes has been injuriously affected by parings of the turf and the digging of flints and loam by the defendants, and it has been found by the special referee, to whom the case was referred, that there would be sufficient of common pasture for 543 sheep (the number admitted by the defendants before him as having the right) if the sheep were turned out and the commons were used according to the modern and present practice of sheep farming, rearing, and management, for he found that the common would carry 1,200 sheep if used according to such practice, but that there would not be sufficient common of pasture for 543 sheep if during the usual months in the year for turning out, and in average seasons, the sheep were turned out to get all their sustenance from the common. In reference to these findings, the appellants have contended that in ascertaining sufficiency regard should be had, first, to the modern and present practice of sheep farming, and, secondly, to the average number of sheep which have in fact been turned out for a great number of years, and they have insisted that, taking such average number, there would be sufficient pasturage left. On the first of these points we do not propose to express any opinion, but, in our judgment, the contention that the average number of sheep turned out is the measure cannot be maintained. The right of the commoner is to have pasture for the sheep which his tenement is capable of maintaining during the winter, and as the rights of common have been found to extend to 1,440 sheep, and the commons have been found to carry 1,200 sheep, and no more, even if used according to the modern practice, we think that this contention fails. "It is necessary to be knowen," says the author of the treatise on "Surveyenge," usually attributed to Sir Anthony Fitzherbert (1539), "what is sufficient of commen and that me semeth by reson shuld be thus. To see howe moche cattell the hey and the strawe that a husband getteth upon his owne tenement will fynde sufficiently in wynter if they bye in house, and to be kept therewith all the wynter season, for so moche cattell shulde he have commen in sommer and that is sufficient." The right of the owner of a tenement entitled to common appendent or appurtenant is, in our opinion, not affected by the fact that his farm may be understocked (*Leech* v. *Widsley*, 1 Ventr. 54, 2 Keb. 590), nor by conversion of arable into pasture land, nor by the fact that his land may have been put to a use which at least temporarily renders the maintenance of cattle or sheep upon it impossible. Levancy and couchancy, to adopt almost the language of Willes, J., in delivering the judgment of the Exchequer Chamber in *Carr* v. *Lambert* (L. R. 1 Ex. 168), is rather the measure of capacity of the land than a condition to be actually and literally complied with by the cattle lying down and getting up, or by their being fed off the land. It appears to us to be plain that the rights of common must be ascertained and measured in the same way, in reference whether to the plaintiff in any action, or to the other commoners. For each of the commoners separately, and as between each of them and himself, the lord is bound to leave pasture enough to satisfy the commoner's separate right, whether such right be likely to be exercised or no, and it would be strange if, in calculating the total amount which will suffice for all, an element of uncertainty and probability were to be introduced which may not be introduced in considering the limit of each individual right. If it is no answer to one separate commoner's complaint that he himself is not likely to require to use his entire right, how can it be an answer to all collectively that some of the body are not likely to use their rights to the full? This is an action on behalf of all the commoners. The measure of the common which should be left for all, ought, we think, according to sound reason, to be that amount which will be sufficient for the enjoyment of all their existing rights, if such rights are to be fully enjoyed. So far as the learning of counsel or our own research has gone, no early case can be adduced which is in any way inconsistent with this conclusion, or which refers to the manner of enjoyment as an ingredient in the question of sufficiency. But two cases were pressed on us as inconsistent with this conclusion. One was *Lake* v. *Plaxton* (10 Ex. 196), where it was held that the right of the Crown to turn deer on the waste did not form an element for the consideration of the jury on a question of sufficiency of common in a case where no deer had been turned on the waste for upwards of twenty years. The ground of this decision is not very clearly stated in the judgment; it may perhaps have turned on the peculiar nature of the Crown rights; if otherwise the case is one which may require further consideration. In *Lascelles* v. *Lord Onslow* (2 Q. B. D. 433) the court held that the fact that, notwithstanding the inclosures complained of, there had been sufficient pasture for the average number of animals which had for the last ten years at least been turned out, was evidence that the inclosures had not interfered with the rights of the commoners. The case, perhaps, proceeded upon the view that, in the absence of any other evidence, the actual user of the common for the last ten years might be regarded as some evidence of the extent of the rights of the commoners, and in that point of view the case may be correct. But some of the language or reasoning in the judgment appears to us open to criticism, and, if the case goes beyond the view above suggested, we doubt whether it can be maintained. Neither of these cases was determined in a court of appeal, and there appears to be no earlier precedent for the novelty, which, according to the argument of the appellants, has been introduced into the law of common by these cases. In our opinion, the defendants cannot rely upon the numbers of sheep which have, in fact, been turned out to shew that there is a sufficiency of pasture left, and it follows from what we have said that the defendants have, in our opinion, failed to shew that sufficient common has been left, notwithstanding the inclosures and the cutting and digging of turf and loam, for all persons having rights of commons over the wastes; and, as the acts complained of have been going on for several years, and, if unrestrained, would constitute evidence of a custom in diminution of the rights of the plaintiffs (*Bateson* v. *Green*, 5 T. R. 411), we think that they are properly the subject of the declaration contained in the judgment appealed against.—COUNSEL, *Sir H. Davey*, Q.C., *Jeune*, Q.C., and *Stuart Moore*; *Rigby*, Q.C., and *Hopkinson*. SOLICITORS, *Lawrence, Graham, & Long*; *Horne & Birkett*.

High Court—Chancery Division.

MACKENZIE *v.* **CHILDERS**—Kay, J., 18th December.

BUILDING ESTATE—RESTRICTIVE COVENANTS—IMPLIED AGREEMENT—"INTENDED" INTEREST IN LAND—PERPETUITY—JURISDICTION TO RESTRAIN VENDORS FROM SELLING WITHOUT REQUIRING RESTRICTIVE COVENANTS.

Action to restrain the defendants from selling any of the remaining plots of a building estate except upon the terms of a deed poll of the 13th of February, 1868. The plaintiffs in 1868 bought part of the estate under conditions of sale which provided that no purchaser should erect more than one house or two semi-detached houses on each lot, that the houses should be of a certain value, and stated that "all the plots are sold subject to the annexed general stipulations . . . contained in two deeds poll of mutual covenants which have been or are intended to be executed by the vendors, and shall be respectively executed by each of the purchasers to whose purchase such deed poll relates." The deed referred to was made by the trustees of the building estate and the various purchasers who, to the number of sixty-six, from time to time down to August, 1889, executed the deed. It recited the scheme of the estate, that the vendors proposed to sell building lots, and had sold some, "and it is intended that the respective purchasers shall set and subscribe their respective names and seals to this deed." "And whereas it was a part of the various contracts, and it is intended to be a part of all future contracts for sale of the said plots or parcels of land respectively, that the several purchasers respectively should execute this deed, and should thereby be severally and respectively bound by all the stipulations hereinafter contained." The deed then witnessed that "in consideration of the premises" each of the purchasers covenanted with the several other purchasers and the vendors (*inter alia*) to build only one house or two semi-detached houses on each plot. The deed contained no covenants by the vendors. The vendors had recently divided fifteen of the unsold lots into 101 lots, and on the 4th of September, 1889, they offered them for sale for the erection of continuous rows of artizans' cottages, and the action was brought to prevent their doing so. The defendants contended that they had given no covenant, but only expressed their intention at the moment; that if they had made a covenant it would be void for remoteness, according to the doctrine of *London and South-Western Railway Co.* v. *Gomm* (30 W. R. 620, 20 Ch. D. 562); and that there was no authority for restraining vendors of building estates from selling to purchasers without requiring restrictive covenants.

KAY, J., said that the deed, although in form a deed poll, must be treated as made *inter partes*. Many of the purchasers had spent large sums on the faith of the building scheme, and it had been acted upon for many years. The intention of the vendors had been expressed in order to induce the purchasers to buy, and they were not at liberty to alter that intention. If not bound by a covenant, they were bound by implied agreement. That agreement was not within the rule as to perpetuities, and it made no difference that there was no covenant by the subsequent purchaser. There must be an injunction to restrain the defendants from authorising any purchaser from them of land included in the scheme to build on any plot more than one house or two semi-detached houses, in accordance with the terms of the scheme, and the defendants must pay the costs of the action. —COUNSEL, *Millar*, Q.C., and *Kenyon Parker* (*Sir H. Davey*, Q.C., with them); *Renshaw*, Q.C., and *Onslow*. SOLICITORS, *Parish & Hickson*; *Frere, Forster, & Co.*

THE MANCHESTER ROYAL INFIRMARY, DISPENSARY, AND LUNATIC HOSPITAL *v.* **THE ATTORNEY-GENERAL.** *Re* **THE NATIONAL PERMANENT MUTUAL BENEFIT BUILDING SOCIETY**—North, J., 21st December.

TRUSTEE—POWER OF INVESTMENT—CHARITABLE CORPORATION—BUILDING

Society—Trust Investment Act, 1889 (52 & 53 Vict. c. 32), ss. 3, 5, 6, 7, 9.

In both these cases a question arose as to the application of the Trust Investment Act, 1889 (Mr. Cozens-Hardy's Act). In the first case an originating summons was issued by a corporation, created by statute for charitable purposes, against the Attorney-General, to determine whether the extended power of investing trust funds given by the Act applied to the funds of the charity. The other application was made by petition, asking the opinion of the court, whether the funds of the above building society were within the Act. Section 3 of the Act provides that, "It shall be lawful for a trustee, unless expressly forbidden by the instrument (if any) creating the trust, to invest any trust funds in his hands in the manner following." Fifteen classes of securities are enumerated, and it is added, "and also from time to time to vary such investments." Section 5 provides that the powers conferred by the Act "shall be exercised according to the discretion of the trustee, but subject to any consent required by the instrument (if any) creating the trust with respect to the investment of the trust funds." By section 6 the Act is made to apply to trusts created before, as well as to trusts created after, the passing of the Act, and by section 7 the Act is made to apply to the investment of loan funds and sinking funds by local authorities, such as county and borough councils. Section 9 provides that "the expression 'instrument' shall include a private Act of Parliament." The Manchester Public Infirmary, Dispensary, Lunatic Asylum, and Hospital was a charitable corporation created by Act of Parliament. Their first Act was passed in 1808. It enabled certain land to be granted for the purpose of the charities, and vested the funds of the charities in trustees. The body was incorporated by an Act passed in 1842. The Act defined the securities in which the funds might be invested. All the funds of the charity were standing in the name of the corporation itself, except some small sums in the name of the official charity trustee.

The National Permanent Mutual Benefit Building Society was established in 1849, and registered under the Building Societies Act (6 & 7 Will. 4, c. 32). The rules of the society provided that all moneys of the society, not employed in advancing the shares of members, should be laid out in such investments, or advanced upon such legal or equitable securities, as the law permits, in the names of the trustees, but under the direction of the board. In 1880 the society was incorporated under the Building Societies Act, 1874. The 25th section of that Act provides that "any society under the Act may, from time to time, as the rules permit, invest any portion of the funds of the society, not immediately required for its purposes, upon real or leasehold securities, or in the public funds, or in or upon any parliamentary stocks or securities, or in or upon any stock or securities payment of the interest on which is guaranteed by authority of Parliament." Section 27, as subsequently amended, vests rights of action and securities, except in the case of stocks and securities in the public funds of Great Britain and Ireland and copyhold and customary hereditaments, in the society as a corporation. Considerable sums belonging to the society were invested in the names of trustees in Consols. The petition asked the opinion of the court whether, by reason of the passing of the Trust Investment Act, 1889, these funds could be invested in the securities in which trustees having trust funds in their hands are authorized, by section 3, to invest them.

North, J., held that the Act applied to the charity, but not to the building society. He said that it must be ascertained, first, whether there was a trustee within the meaning of the Act, and then, whether the extended powers given by the Act applied to the trust funds in his hands. Section 7 was important, for it seemed to contemplate that bodies such as local authorities would come within the scope of the Act. If that were not the case, provisions such as those of section 7 would not find their proper place within this Act, but would come under a different Act. It was said that the funds in the hands of the corporation were their own, and were not held on any trust to which the Act applied. In his lordship's opinion the funds were trust funds in their hands to which the Act applied. The money was devoted to charitable purposes and the corporation were trustees, having all the rights and duties of trustees of charitable property. If they were to misapply the funds, they would commit a breach of trust, and the Attorney-General could proceed against them. His lordship, however, did not consider that the Act conferred on the corporation a power of selling existing securities and investing the proceeds in securities authorized by section 3. Section 3 only enlarged the class of securities in which they could invest moneys in their hands. It was true that at the end of the third section there were added the words "and also from time to time to vary any such investment." But it was necessary to insert those words, for if trustees had, under their own instrument, a more limited power of investment and also a power to vary, there might be a question whether that power to vary could extend to investments not made under the power to invest contained in the instrument creating the trust.

In his lordship's opinion the case of the building society stood on a different footing. He thought that, if it had been intended to alter the provisions of the Building Societies Act, 1874, clearer words would have been used. Moreover, in his opinion the society itself was not a trustee—the funds belonged to the society itself. Again, in his opinion the Act of 1889 extended the existing powers in respect of the investment of securities of persons who already had a power of investing, but it did not confer a power of investment on trustees who had no such power. It seemed to him that the trustees of the building society had no power of investment, and were not trustees within the meaning of the Act. The investments were in the discretion of the society, acting by their directors, and the trustees had no power of investing at all. If a trustee held property which had become the property of another person absolutely, that person was entitled to have the trust property absolutely transferred to him. He might, however, not wish to have it transferred to himself, but, at the same time, he might not wish to have its state of investment altered. Could it be supposed that in such a case the trustee would have the discretionary power of investment given by the Act? In his lordship's opinion it could not. It had been suggested that the directors of the society were trustees. In fact, they were not trustees for investment, but they were agents of the society for carrying on the business of the society. It was said that they were in a fiduciary position, and in the same position as a trustee as regarded their liability for misappropriation of the society's funds. That was so. They were in the same position as other agents who were equally liable in respect of money which came into their hands in a fiduciary character. In his opinion the Act of 1889 did not apply to the funds of the building society.—Counsel, *Cozens-Hardy*, Q.C., and *Farwell*; *Sir R. E. Webster*, A.G., and *Ingle Joyce*; *Swinfen Eady*. Solicitors, *Pritchard, Englefield, & Co.*; *Hare & Co.*; *R. & A. Russell*.

Re BLUNDELL, BLUNDELL *v.* BLUNDELL—North, J., 20th December.

Administration Action—Insolvent Estate—Costs—Priority.

This was an administration action. The testator's estate had proved insolvent, and a question arose as to the priority of payment of costs out of the assets. The conduct of the action had been given to a company, who were creditors of the testator. The company, in pursuance of leave given to them by the court, issued a summons to compel a firm of solicitors to refund a sum which they had received out of the testator's assets in payment of costs due to them by the trustee of the will, on the ground that they had notice of a breach of trust committed by the trustee. Stirling, J., dismissed the summons with costs to be paid by the company (*vide* 32 Solicitors' Journal, 440, 40 Ch. D. 370). Since this an order had been made to wind up the company, on the ground of their insolvency. There was some money in court forming part of the testator's estate. There was due to the company, in respect of costs properly incurred by them in the action, a sum exceeding the amount in court. The costs of the summons before Stirling, J., had not been paid. They had been taxed, and the taxed amount exceeded the sum in court. This was a motion by the solicitors, asking that the costs due to them from the company under the order of Stirling, J., might be charged on the funds in court in the action, in priority to all other claims against those funds.

North, J., refused the application. He held that the solicitors had no higher right against the assets of the insolvent company than any of the company's other creditors. In his opinion *Re Gorton* (33 Solicitors' Journal, 269, 40 Ch. D. 536), which had been relied upon, had no application.—Counsel, *Cozens-Hardy*, Q.C., and *Leavett*; *Everitt*, Q.C., and *E. Ford*. Solicitors, *Bower, Cotton, & Bower*; *W. Foster*.

High Court—Queen's Bench Division.

REG. *v.* THE JUSTICES OF THE COUNTY OF LONDON—12th December.

Public-house—Provisional Grant of Licence—Final Order—Appeal to Quarter Sessions—Licensing Act, 1874 (37 & 38 Vict. c. 49), s. 22.

This case raised an important question as to the jurisdiction of justices to renew a provisional grant of a licence made under section 22 of the Licensing Act, 1874, and as to the right of appeal to quarter sessions from their refusal to do so. The facts were as follows:—In the course of some improvements at Hampstead three public-houses were pulled down, and it was proposed to erect one, the Three Horse Shoes, in their place on a vacant plot of ground. Plans were accordingly prepared, and application was made to the licensing justices and the confirming authority under section 22 for the provisional grant and confirmation of a licence in respect of the proposed building. The plans were approved, and the provisional grant was accordingly made. The Three Horse Shoes was built, and application was made to the licensing justices to have the provisional grant declared final. They refused, on the ground that the house had not been built in accordance with the plans. [It appeared in the course of this case that by an oversight the original plans were made applicable to a flat surface, whereas the site of the Three Horse Shoes was on a slope, and that the justices had refused an application to have the plans altered so as to suit the ground.] The holders of the provisional grant then applied to the justices to renew the provisional grant, and, on their refusal, appealed to quarter sessions, which allowed the appeal and renewed the provisional order. This was the argument of a rule *nisi*, which had been obtained by certain inhabitants of Hampstead, to quash the order of quarter sessions. It was contended, in support of the rule, that the magistrates had no power to renew a provisional grant; it was not an annual licence and was not renewable. The decision of the magistrates, that the building was not in accordance with the plans, was final, and quarter sessions had no jurisdiction in the matter.

Lord Coleridge, C.J., in discharging the rule, said:—I do not complain of the time this case has taken in argument: it is an important case, and a considerable amount of property is involved. We think that there was an appeal to quarter sessions. The important section is section 22 of the Act of 1874. The substance of that enactment is that whereas before it became law there must have been a building *in esse* before any licence could be granted, and, in consequence of the absolute discretion of the justices to grant or refuse a licence, much money might have been lost by people who invested in new buildings which were intended for public-houses, under that section, where the architect's plans are approved, a provisional grant may be obtained before the building is begun. This pledges the faith of the justices that, where the position of the proposed

house is such that if it were an erected house they would grant a licence, if a house be erected there according to plans which they have approved they will grant a licence to that house subject to the condition that the occupant shall be a proper person to hold it. This provision gave persons who were laying out their money in this way a protection which they had not before. I will not go through the steps taken in this matter, for in the absence of the magistrates, who are not technically represented before us, I should not like to state the impression which those facts have left on my mind. The first question is whether this provisional licence, like an ordinary licence, runs from year to year and is renewable; if so, section 27 of 9 Geo. 4, c. 61, applies, and there is an appeal. Secondly, does the time which has elapsed prevent an application for a renewal? As to the first point I am quite clear. If this had been an ordinary licence for a year there is, without doubt, an appeal, under section 27 of 9 Geo. 4, c. 61. If a licence is ever granted and a vested interest created there is an appeal from a refusal by the justices to renew. This Act gives to owners of houses not yet erected vested interests like owners of existing houses. It would be extraordinary if the magistrates could destroy this vested interest, and that without appeal. Modern legislation, although not favourable to the creation of new vested interests in this particular trade, is careful to protect those already existing, and we are giving the true meaning of this enactment by deciding that there is an appeal in the case of vested interests created in this way. As to the second question, there is express authority that it is not too late, where the provisional licence has run out, to ask for a renewal. It is said that this licence is good for nothing because it is stated to be for a year—April to April—whereas the provisional grant covers the whole period until the building is completed, however long. There is no authority for that contention. If there is only one termination for a provisional grant—viz., a final order—that would be to say that there would be no appeal, and persons spending their money on the faith of the provisional order would be at the mercy of two justices. I think this kind of licence may be made for whatever term the magistrate thinks fit, and that, from a refusal to renew such a licence, there is an appeal to quarter sessions as in the case of other licences. MATHEW, J., in concurring, expressed strong disapproval of the conduct of the justices in dealing with this licence; they had, in the first instance, proceeded on the assumption that the plans might be altered, and they would have been wise to adhere to that view.—COUNSEL, *Poland*, Q.C., *Forrest Fulton*, and *Muir*; *Bompas*, Q.C., and *Woollett*. SOLICITORS, *Clapham & Fitch*; *R. M. Hill*.

Bankruptcy Cases.

Ex parte WEBBER, *Re* WEBBER—C. A. No. 1, 20th December.

BANKRUPTCY—APPEAL—RECEIVING ORDER—SERVICE OF NOTICE ON OFFICIAL RECEIVER—R. S. C., LVIII., 2, 15—BANKRUPTCY RULES, 1886, R. 134.

This was an application by the debtor for leave to appeal from the judgment of a divisional court in bankruptcy (*ante*, p. 65), dismissing his appeal against a receiving order made by a county court, on the ground that notice of the appeal had not been served on the official receiver within the twenty-one days limited for appealing by rule 15 of order 58, which rule is, by rule 134 of the Bankruptcy Rules, 1886, made applicable to appeals in bankruptcy. The Divisional Court had refused to give leave to appeal, on the ground that the debtor had so acted as to be undeserving of any indulgence. There was evidence that he had interfered with the possession of the official receiver, and had threatened him with personal violence. No order had been made staying the proceedings under the receiving order pending the appeal to the Divisional Court. It will be remembered that in *Ex parte Harris* (*ante*, p. 80) the Court of Appeal held that, when proceedings had been stayed under a receiving order pending an appeal to the Court of Appeal, it was unnecessary to serve notice of the appeal on the official receiver. It was argued on the present occasion that the official receiver, though he would be affected by the appeal, was not a party "directly affected" by it, within the meaning of rule 2 of order 58, and that, therefore, it was not necessary to serve him with notice of the appeal within the time limited by the rules for serving persons who were really litigants. If it was necessary to give him notice at all, the only reason for doing so was, that he was an officer of the court, and it would be quite sufficient to give notice to him at any time before the hearing of the appeal, so that, if he wished to do so, he could attend on the hearing and give the court information. In the present case notice had been given to the official receiver long before the hearing of the appeal, though not within the twenty-one days, and he was present by counsel on the hearing of the appeal.

THE COURT (LORD ESHER, M.R., and LINDLEY and LOPES, L.JJ.) refused to give leave to appeal on the same ground as the Divisional Court, but they took the opportunity of laying down (as they said in *Ex parte Harris* they intended to do) a general rule which is to govern the practice in future with regard to serving the official receiver. Lord ESHER, M.R., said that Cave, J., had laid down a rule of practice as regarded appeals to the Divisional Court against receiving orders made in county courts—viz., that such an appeal would not be heard unless the official receiver had been served with notice of it within the time limited for service of notice on the petitioning creditor. Cave, J., had laid down this rule on the ground of expediency. He entertained a strong opinion that the rule was necessary for the protection of all the debtor's creditors. The Master of the Rolls thought it was doubtful whether the official receiver was a party "directly affected" by the appeal within the meaning of rule 2, but it was not necessary to decide that point now, for under rule 2 the Court of Appeal (*i.e.*, in the case of a bankruptcy appeal from a county court, the Divisional Court in Bankruptcy) had power to direct notice to be served even "on any person not a party." Whether the official receiver was or was not "directly affected" by the appeal, he was clearly affected by it. Consequently the Divisional Court had power to lay down this rule of practice with regard to appeals to that court. His lordship had consulted Cave, J., on the point, and he was convinced that the rule was a very desirable one to make. The rule having been broken it was a matter for the discretion of the court whether an extension of time for serving the official receiver should be given to the debtor by way of indulgence, and his lordship was satisfied that under the circumstances of the present case no indulgence ought to be given. With regard to the practice in future as to appeals from receiving orders to the Court of Appeal, their lordships had said in *Ex parte Harris* that they would consider what ought to be the rule. The Master of the Rolls said that he was at first alarmed by the notion that great expense would be caused by requiring that the official receiver should be served with notice of every appeal against a receiving order. He desired to avoid every unnecessary expense. But upon inquiring into the matter he found that the expense of serving the official receiver would be very small, and, having heard from Cave, J., his reasons for laying down the rule in regard to appeals to the Divisional Court, the Master of the Rolls had come to the conclusion that it was very desirable that the same rule should be laid down with regard to appeals to the Court of Appeal against receiving orders. The rule for the future would, therefore, be, that notice of such appeals must in all cases (whether an order staying proceedings under the receiving order was or was not made) be served on the official receiver, within the time limited for service on the petitioning creditor. The court would of course reserve its power, under rule 15, to extend the time under special circumstances. But this new rule would not affect the rule laid down by the Court of Appeal in *Ex parte Dixon* (28 SOLICITORS' JOURNAL, 497, 13 Q. B. D. 118), that the official receiver, though served with notice of an appeal, ought not to appear upon the hearing, unless he had some special reason for doing so, in order to inform the court of material facts. If he appeared unnecessarily he would run the risk of having to pay his costs personally. He must also remember that he ought never to act as a partisan; his duty was only to see that right was done to all parties. LINDLEY, L.J., concurred. He thought it was open to some doubt whether the official receiver was a party "directly affected" by the appeal. But, considering the dangers of collusion in appeals against receiving orders, he thought it was right that notice should always be served on the official receiver. His lordship added that in *Ex parte Harris* the court, before dispensing with notice to the official receiver, had communicated with him, and had ascertained that he had no special information to give to the court. LOPES, L.J., thought the rule which the Master of the Rolls had enunciated was a most salutary one. It was calculated to prevent collusion, and he did not think that the expense which would result from it would be such as ought to militate against its adoption. The question whether the official receiver was "directly affected" by an appeal against a receiving order must be doubtful after what had been said by the other members of the court. But, speaking for himself alone, the Lord Justice should have thought that, considering that the official receiver represented all the creditors of the debtor, and having regard to the nature of his duties and responsibilities, he was "directly affected" by such an appeal, by which the very existence of his office was called in question. But his lordship did not express a decided opinion on this point. He quite agreed in what the Master of the Rolls had said about the appearance of the official receiver.—COUNSEL, *Hindmarch*; *Guiry*; *Herbert Reed*. SOLICITORS, *Morice, Toller, & Blakesley*; *Church, Rendell, & Co.*

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

NOTICE.

In pursuance of the resolution passed at the adjourned annual general meeting of the Incorporated Law Society, held on the 15th of July, 1881, to the effect that meetings of the society should be held in January and April, a special general meeting of the members of the society will be held in the Hall of the Society on Friday, the 31st of January, 1890, at two p.m.

Members who may wish to move resolutions should send copies of them to the secretary not later than Tuesday, the 7th of January next.

Notices of such proposed motions will afterwards be sent to each member of the society. (By order.)

E. W. WILLIAMSON,
Secretary.

Law Society's Hall, Chancery-lane, W.C.
Dec. 20.

LAW STUDENTS' JOURNAL.

STUDENTS' CASES.

For students entering for the January Final we append a selection of the more important cases recently decided.

CONVEYANCING.

SCHWARTZ *v.* LOCKET (33 W. R. 142).—There is no implied covenant for title in a tenancy from year to year, and if the tenant desires a warranty against eviction by title paramount, he should expressly contract for it.

GRIFFITH *v.* POUND (24 L. J. N. C. 135).—The fact that a mortgagee

has called upon a mortgagor to redeem one mortgage does not prevent him from consolidating all the mortgages he holds, but he must consolidate all, not a limited number of the whole.

Fisher *v.* Shirley (*ante*, p. 31).—A husband is bound by a general covenant to settle future property acquired through his wife, even if it vests in him in right of his wife after her death.

Tomlin *v.* Luce (*ante*, p. 112).—A first mortgagee, on exercising his statutory power of sale, misdescribed the property, and the purchaser obtained compensation by way of compromise. The first mortgagee was held liable to the second for the difference between what the property would have fetched if accurately described and what was actually received for the property as the result of the compromise.

Tuck *v.* Southern Counties Deposit Bank (37 W. R 769).—An unregistered absolute bill of sale takes priority over a subsequent registered bill given as a security for a loan, as at the time of the second bill the grantor is not the true owner.

Equity.

De Francesco *v.* Barnum (*ante*, p. 78).—A covenant in an apprenticeship deed not to enter into any professional engagements without the written permission of the master cannot be enforced against an infant by injunction.

Re Bracken, Doughty *v.* Townson (38 W. R. 48).—A notice by an executor to creditors, published in the *London Gazette* and local papers only, giving one month from date (though less from publication), may be a sufficient compliance with Lord St. Leonards' Act.

Gray *v.* Smith (*ante*, p. 127). — Where a partner agrees to retire from a partnership, the assets of which include an interest in land, and it is an essential term of the agreement that the retiring partner shall assign his interest in the assets, the contract must be in writing under the 4th section of the Statute of Frauds.

Jones *v.* Watts (*ante*, p. 114).—A proposed lessee, who is not entitled by section 2 of the Vendor and Purchaser Act, 1874, to call for the lessor's title, is not entitled, in the character of a litigant, to call for the production of the deeds which form the title.

Emeris *v.* Woodward (24 L. J. N. C 139).—An agreement between plaintiff and defendant to compromise an action cannot be set aside upon a summons in the action, but only by a fresh action.

Re The New Eberhardt Co., *Ex parte* Menzies (38 W. R. 97).—A contract for the issue of shares as fully paid up, required to be filed under section 25 of the Companies Act, 1867, must be executed by the allottee as well as by the company.

Re Barratt (*ante*, p. 12).—An order obtained under ord. 15, r. 1, does not prejudice an executor's right of retainer.

Re The Bristol Athenæum (24 L. J. N. C. 138).—An unregistered society established entirely for literary and scientific purposes, and not for gain, cannot be wound up by the court.

Re Combined Weighing and Advertising Machine Co. (*ante*, p. 10).—A judgment creditor who has obtained a garnishee order absolute attaching a debt due from a company to his judgment debtor cannot present a petition thereon to wind up the company.

Strousberg *v.* Sandars (38 W. R. 117).—No one can apply to a judge to review taxation of costs unless he has carried in written objections before the taxing master.

Common Law and Bankruptcy.

In the Matter of an Arbitration between A. Olliver and Others (24 L. J. N. C. 129).—The time for moving to set aside an award is before the last day of the sittings next after the award. Ord. 64, rr. 7, 14, supersedes 9 & 10 Will. 3, c. 15.

Valentini *v.* Cabali (24 L. J. N. C. 139).—An infant who has given consideration for something which he has consumed or used cannot recover back that consideration, although the contract is void under the Infants' Relief Act, 1874.

Leake *v.* Driffield (38 W. R. 93).—A creditor who wishes to charge a married women must prove that at the date of the contract she was possessed of separate property (beyond wearing apparel) which it could be reasonably supposed she intended to bind.

Galer *v.* Rawson (W. N. 180).—The owner of a traction engine calculated to frighten horses is liable for the damage resulting from its user on a highway, although he has complied with all the requirements of the Locomotive Acts.

Holtby *v.* Hodgson (38 W. R. 68).—A judgment creditor of a married woman can "garnish" a debt due to her.

Walker *v.* Hobbs (38 W. R. 63).—A tenant residing in premises coming within the Housing of the Working Classes Act, 1885, injured by the fall of a ceiling, is entitled to sue the landlord under the implied condition that they are reasonably fit for habitation.

Probate, Divorce, and Admiralty, &c.

Re the Goods of Ann Morris (24 L. J. N. C. 136). — In the event of almost the whole of the estate being in the hands of the Chancery Division, an administrator gives a bond for double the whole estate, but the sureties only justify for double the amount not in the control of the court.

Westrup *v.* The Great Yarmouth Steam Carrying Co. (24 L. J. N. C. 138).—Towage services do not create a maritime lien.

Wheeler *v.* Wheeler, &c. (58 L. J. P. D. & A. 65).—Where a husband respondent, in answer to his wife's petition, pleads in his answer her adultery with a person named, but does not make him a party, or claim a dissolution or any specific relief, the alleged adulterer is entitled to intervene.

Macarthur *v.* Macarthur (56 L. J. P. D. & A. 70).—Substituted service can be granted of the written demand for cohabitation, which is a condition precedent to bringing an action for restitution of conjugal rights.

Law Students' Societies.

Bristol Law Students' Society.—Dec. 3—Mr. F. V. Bridge, barrister-at-law, in the chair.—Mr. L. W. Browne moved that the decision of the Court of Appeal in *The London and River Plate Bank* v. *London and County Banking Co.* (37 W. R. 89) should be reversed on appeal. Messrs. Lewis & Grey concurred. Mr. Robinson opposed, and was supported by Messrs Lywood and Birch. The chairman summed up, and on a show of hands the motion was carried by one vote.

Dec. 17—Mr. John Miller presiding.—The subject for discussion was the case of *The Mogul Steamship Co.* v. *Macgregor, Gow, & Co.* (37 W. R. 756), which Mr. Birch argued was bad in law and contrary to public policy. Mr. Reginald Bayliffe joined issue on both points, and there also spoke for the negative Messrs. Spofforth, Watson, and Smith, and for the affirmative, Messrs. Taylor and Grey. After some interesting observations from the chair, the House divided, with the result that the motion was declared lost by two votes.

LEGAL NEWS.

APPOINTMENTS.

Mr. Charles Kirby, solicitor, of Harrogate and Knaresborough, has been appointed Clerk to the Pannal School Board. Mr. Kirby was admitted a solicitor in 1862.

Mr. Richard Horton Smith, Q.C., who has been appointed Professor of Equity at the Inns of Court, is the eldest son of Mr. Richard Smith, and brother of Mr. Lumley Smith, Q.C. He was formerly fellow of St. John's College, Cambridge, where he graduated in the first class of the classical tripos and also as a senior optime in 1856. He was called to the bar at Lincoln's-inn in Hilary Term, 1859. He became a Queen's Counsel in 1877, and he practises in the court of Mr. Justice Kay. Mr. Smith is a bencher of Lincoln's-inn.

Mr. Edmund Robertson, barrister, M.P., who has been appointed Professor of Common Law at the Inns of Court, is the eldest son of Mr. Edmund Robertson, of Dundee. He was educated at the University of St. Andrews, and he was formerly scholar of Lincoln College, Oxford, where he graduated first class in Classics in 1870. He obtained the Vinerian Law Scholarship in 1871, and he was subsequently elected a Fellow of Corpus Christi College. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1871, and he is a member of the Northern Circuit. He was for several years Professor of Roman Law at University College, London, and he has been M.P. for Dundee in the Liberal interest since 1885.

Mr. Ughtred James Hay Dunbar, barrister, has succeeded to a Baronetcy on the death of his father, Sir William Dunbar. Sir U. Dunbar was born in 1843. He was educated at Exeter College, Oxford, and he was called to the bar at the Inner Temple in Easter Term, 1869. He was private secretary to his father when Comptroller General of the Exchequer.

Mr. Charles Boorn Barnes, solicitor, of Brackley, has been appointed Clerk to the County Magistrates for the Hundred of Chipping Warden, in succession to his partner, the late Mr. Arthur Weston. Mr. Barnes is also clerk to the magistrates and commissioners of taxes for the Hundred of King Sutton. He was admitted a solicitor in 1866.

Mr. Morton William Smith, barrister, has been appointed Recorder of the borough of Gravesend, in succession to Mr. Standish Grove Grady, resigned. Mr. Smith is the eldest son of the late Mr. Frederick James Smith, barrister, Recorder of Margate. He was called to the bar at the Middle Temple in Trinity Term, 1872, and he practises on the South-Eastern Circuit and at the Kent Sessions. He is Prosecuting Counsel to the Mint for the County of Kent.

Mr. Adolphus William Ward, barrister, has been appointed Principal of Owens College, Manchester. Mr. Ward is the second son of Mr. John Ward. He was formerly Fellow of St. Peter's College, Cambridge, where he graduated in the first class of the classical tripos in 1859. He was called to the bar at the Inner Temple in Hilary Term, 1866. He has been for many years Professor of History and English Literature at Owens College, and Vice-Chancellor of the Victoria University.

Mr. James Partridge Capell, M.A. Oxon, solicitor, of Weston-super-Mare, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

GENERAL.

At the meeting of the Common Council of the City of London Corporation on the 19th inst. Mr. E. Lee, on the part of the Law and City Courts Committee, brought up a report from them on the reference to consider the practicability of making arrangements for the holding of continuous sittings of the City of London Court. They reported that such arrangements were desirable; that the judge (Mr. Kerr) should be asked to appoint sittings on five days in every week, should the business require them; that £500 a year be added to the judge's salary, he paying for the services of a deputy when he was himself absent; and that £200 be added to the registrar's salary. Mr. Spyer, as an amendment, moved that the

report be referred back for further consideration, and stated that already Judge Kerr received nearly twice as much as any other county court judge in the kingdom. The report was agreed to.

At the Central Criminal Court on the 20th inst. Mary Harcourt was indicted for endeavouring to conceal the birth of two children by a secret disposition of their bodies. It seemed that in October last a young woman who was lodging in the defendant's house gave birth to the two children in question. The children were not alive when born. The mother asked the defendant to send for a doctor, but no doctor came. The defendant and a servant were present when the children were born. The defendant told the mother that she was going to take the bodies to the undertaker. The allegation on the part of the prosecution was that the defendant wrapped up the bodies of the children in some American cloth, and put the parcel between a box and a chair in her own room, and that she afterwards wrapped them up in a brown paper parcel, which was subsequently found on some waste ground. The Recorder asked how it was possible to conceal the birth when the birth was already known. What obligation was there on the defendant to go to the undertakers any more than to advertise the birth in a newspaper? It was too late to conceal the birth. Mr. Avory: The question is whether the defendant, by a secret disposition of the dead bodies, endeavoured to conceal the birth. The Recorder: How can you conceal a thing which is already known. The defendant knew of the birth, the mother knew it, and the servant knew it. If the birth was known, it was too late to try to conceal it. It had been held that an endeavour to conceal the birth from a particular individual was no offence. Mr. Avory referred to the case of *R.* v. *Douglas* (7 C. & P. 644) in support of his argument. Mr. Burnie contended that the case was not in point. Here a witness was present at the birth, so how could there be any intent to conceal the birth. The Recorder repeated that a person could not endeavour to conceal a thing which was perfectly well known already. The jury returned a verdict of not guilty.

In reply to Mr. Davis's letter to the *Times* on "How business is done in the Law Courts," Mr. C. H. Clarke, chief clerk to Mr. Justice Kay, writes as follows:—Complaints of delays in the chambers of Mr. Justice Kay having been made by Mr. George Henry Davis, in a letter which appears in your issue of the 18th, I think it right to give you the true facts in order that the public may form a judgment in the matter. The summons to which Mr. Davis refers was issued on the 30th of November, 1888, and returnable on the 11th of December. On that day it was adjourned at the request of the parties to the 18th of December. It was then proceeded on, and Mr. Davis requested an adjournment to the 15th of January, 1889, to enable him to file fresh evidence. On the 15th of January, 1889, the summons was, at Mr. Davis's request, adjourned generally with liberty to him to restore. On the 28th of February, 1889, Mr. Davis wrote to the solicitors of the respondent "that his client had elected to allow the matter to drop." Mr. Davis brought on the summons again on the 8th of May, 1889, but he was not ready, and nothing was done. On the 15th of May, 1889, he renewed his application, and I refused to make the order he asked for. He brought the summons on again on the 30th of May, and asked leave to amend (the amendment altering the application entirely). I gave leave to amend, and made an order in the terms of the summons when amended. Mr. Davis applied for the fiat for leave to amend on the 3rd of June, 1889, and it was signed on that day, and on the 8th of June he amended his summons. He bespoke the order, but he had not amended the copy of the summons in chambers, and he did not leave the papers (a copy of a deed being required to refer to in drawing the order), nor did he leave his bill of costs to be assessed. The draft order was settled on the 18th of June, and the costs assessed on the 21st of June, his bill, amounting to £83 13s. 2d., having been reduced to £58 14s. 10d. The order could not be completed until a stamp denoting the payment of the fees of taxation was produced. This was not done until the 4th of July. On the 11th of July the order was completed and passed. I cannot deal with the vague charge of delay commonly occurring which Mr. Davis insinuates, but if delay is common in these chambers I certainly should have heard complaints, and I never have. I have frequently heard it remarked that Mr. Justice Kay's chambers are noted for expedition.

COURT PAPERS.

HIGH COURT OF JUSTICE.—QUEEN'S BENCH DIVISION.

MASTERS IN CHAMBERS FOR HILARY SITTINGS, 1890.

A to F.—Mondays, Wednesdays, Fridays, Master Kaye. Tuesdays, Thursdays, Saturdays, Master Johnson.

G to N.—Mondays, Wednesdays, Fridays, Master Butler. Tuesdays, Thursdays, Saturdays, Master Walton.

O to Z.—Mondays, Wednesdays, Fridays, Master Francis. Tuesdays, Thursdays, Saturdays, Master Wilberforce.

HILARY SITTINGS, 1890.

A to F.—All applications by summons or otherwise in actions assigned to Master George Pollock are to be made returnable before him in his own room, No. 173, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays.

G to N.—All applications by summons or otherwise in actions assigned to Master Macdonell are to be made returnable in his own room, No. 183, at 11 a.m. on Mondays, Wednesdays, and Fridays.

O to Z.—All applications by summons or otherwise in actions assigned to Master Manley Smith are to be made returnable before him in his own room, No. 114, at 11.30 a.m. on Tuesdays, Thursdays, and Saturdays,

The parties are to meet in the ante-room of masters' chambers, and the summonses will be inserted in the printed list for the day after the summonses to be heard before the master sitting in chambers, and will be called over by the attendant on the respective rooms for a first and second time at 11.30, and will be dealt with by the master in the same manner as if they were returnable at chambers. BY ORDER OF THE MASTERS.

WINDING UP NOTICES.

London Gazette.—FRIDAY, Dec. 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CHAMPION FIRE LIGHTER SYNDICATE, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Roger Caldwell Moore, 137, Palmerston bldgs Thursday, Feb 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

GUARDIAN HORSE, VEHICLE, AND GENERAL INSURANCE CO, LIMITED—Stirling, J, has, by an order dated Nov 14, appointed Frederick William Smith, 61, Wool Exchange, Coleman st, official liquidator

J CLARKE & CO, LIMITED—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to John Francis Clarke, 41, Coleman st Thursday, Jan 30, at 12, is appointed for hearing and adjudicating upon the debts and claims

PONTYPRIED AND RHONDDA VALLEY TRAMWAYS CO, LIMITED—Creditors are required, on or before Jan 25, to send their names and addresses, and the particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st

THE LIVERPOOL SPICE CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Rock, 25, Lord st, Liverpool Simpson & North, Liverpool, solors for liquidator

THE LOUGHBOROUGH TOWN HALL AND CORN EXCHANGE CO, LIMITED—Creditors are required, on or before Jan 27, to send their names and addresses, and the particulars of their debts or claims, to Messrs Humphreys & Paget, at the office of Henry Deane, Townhall passage, Loughborough, solor for liquidators

THE VIOLA CO, LIMITED—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to G L O Davidson, 6, Lombard st Ashurst & Co, Old Jewry, solors for liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

IRON SAILING SHIPOWNERS' UNDERWRITING ASSOCIATION, LIMITED—Bristowe, VC, has, by an order dated March 6, appointed Henry Douglas Eshelby, 24, North John st, Liverpool, to be official liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 17.

BAKER, EDGAR GILBERT, The Crescent, Minories, Ship Chandler. Jan 10. Carr & Martin, Gt Tower st

BALD, JOHN ARTHUR BERZELIUS, Liverpool, Merchant. Jan 31. Bateson & Co, Liverpool

BANGER, ELIZA, Woodford green, Essex. Jan 20. Gush & Co, Finsbury circus

BEVISS, HELEN, Chard, Somerset. Jan 6. Clarke & Lukin, Chard

BOYD, EDWARD FENWICK, Leamside, Durham, Mining Engineer. Dec 23. Griffith & Co, Newcastle on Tyne

BULL, LOUISA GEORGINA, Blythe rd, West Kensington. Jan 20. Shaw & Co, Furnival's inn

BURT, CHARLES, Denmark rd, Willesden, Painter. Jan 1. Gabriel, Portugal st bldgs, Lincoln's inn

CLARKE, CHARLOTTE, Houghton le Spring, Durham. Jan 20. Graham & Shepherd, Sunderland

COGHLAN, MARY, Connaught sqr, Paddington. Jan 17. Riddell & Co, John st, Bedford row

DAVIS, WILLIAM EDMUND, Sparkbill, Birmingham. Jan 15. Attlee & Co, Birmingham

EMERY, WILLIAM, Northampton, Builder. Jan 1. Becke & Green, Northampton

HALL, CHRISTOPHER, Eaton, Secon, Beds, Gent. Jan 11. Wilkinson & Son St Neots, Hunts

HARRIS, MARTHA, Tenby, Pembs. Jan 31. Cox & Sons, St Swithin's lane

HOLT, Colonel JOHN, Marine Brewery, Ratcliff, E. Feb 1. Peake & Co, Bedford row

HORSHAM, GEORGE, Walnut tree rd, East Greenwich, Greengrocer. Jan 25. Howard & Shelton, Tower chbrs, Moorgate

LATIMER, HENRY RIDLEY CRANMER, Bradford, Brewers' Agent. Jan 15. Peel & Co, Bradford

LUTENER, SOPHIA, Cheltenham. Jan 31. Ticehurst & Sons, Cheltenham

MOORE, JOHN, Failsworth, nr Manchester, Gent. Jan 7. Whitworth, Ashton under Lyne

PADWICK, THIRZA, Blenheim rd, St John's Wood. Jan 20. Freeman & Son, Gutter lane, Cheapside

POWER, HENRY, Farington, nr Preston, Clerk in Holy Orders. Jan 18. Houghton & Co, Preston

SALMON, GEORGE, Gt George st, Westminster, Solicitor. Feb 20. Mayhew & Co, Gt George st

SCOTT, ALFRED, Cheetham, Manchester, Fine Art Publisher. Jan 7. Wells & Hind, Nottingham

SEARLE, JOSEPH, Charles st, Westminster Bridge rd, Cab Proprietor. Jan 23. Wilkie, Basinghall st

STOUGHTON, CHARLES WILLIAM, Grosvenor pl, Belgrave sq, Esq. Feb 1. Hortin, Edgware rd

TAYLOR, ELIZABETH STEWARD, Bryanston sq. Feb 16. Cunliffes & Davenport, Chancery lane

TAYLOR, WILLIAM, Ashmore Brook, nr Lichfield, Farmer. Jan 11. Duignan & Elliot, Walsall

WIDDOWS, MARY, Chorley, Lancs. Feb 1. Peace & Ellis, Wigan

WILLIAMS, JOHN, Birmingham, Coal Merchant. Jan 31. Cottrell & Son, Birmingham

WOTTON, RICHARD BEYDGES WESTCOMB EMMERTON, King's Langley, Herts, Esq. Jan 14. Damant & Toovey, Fleet st

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

A GOOD INVESTMENT.—To purchase a house by a small deposit and a monthly payment of from 5s. to 10s. in addition to the rent (for a period only), is one of the safest and best investments to make. It requires but a small expenditure of capital, whilst it provides a future permanent income.—Apply for further information to the SECRETARY, Temperance Permanent Building Society, 4, Ludgate-hill, London, E.C.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Dec. 20.

RECEIVING ORDERS.

BAINBRIDGE, ROBERT, Liverpool, Licensed Victualler Liverpool Pet Oct 26 Ord Dec 18

BOXALL, THOMAS CHARLES, Southsea, Grocer Portsmouth Pet Dec 17 Ord Dec 17

CLARKE, NATHAN, and JOHN WILLIAM CLARKE, Blaby, Leics, Hosiery Manufacturers Leicester Pet Dec 17 Ord Dec 17

ELLIOTT, ALEXANDER, Cullompton, Devon, Innkeeper Exeter Pet Dec 16 Ord Dec 16

FRANKLIN, JOHN YEASEY, West Brighton, Solicitor Brighton Pet Oct 9 Ord Dec 16

GALLAGHER, MICHAEL FREDERICK, Preston, Tailor Preston Pet Dec 16 Ord Dec 16

GARDNER, JOHN, King's Cottage, Whitton, Commercial Clerk Brentford Pet Dec 13 Ord Dec 13

GARRETT, WALTER HENRY, Gt Yarmouth, Fruiterer Gt Yarmouth Pet Dec 17 Ord Dec 17

GILL, SARAH ANN, Bradford, Grocer Bradford Pet Dec 16 Ord Dec 16

GREEN, WALTER, Sleaford, Lincs, late Mineral Water Manufacturer Lincoln Pet Dec 17 Ord Dec 17

GRINT, SAMUEL, Norwich, Boot Manufacturer Norwich Pet Dec 17 Ord Dec 17

HAMMOND, CHARLES WALTER, Ashford, Kent, Draper's Assistant Canterbury Pet Dec 16 Ord Dec 16

HARRISON, WILLIAM SALISBURY, late of Sunderland, Medical Student Sunderland Pet Nov 16 Ord Dec 17

HATTER, JOSEPH, York, Wholesale Dealer in Firewood York Pet Dec 18 Ord Dec 18

HEWLETT, GEORGE WILLIAM, Hereford, Fruiterer Hereford Pet Dec 16 Ord Dec 16

HILTON, CHARLOTTE, Belsize avenue, Belsize pk, Boarding house Keeper High Court Pet Dec 17 Ord Dec 17

IRVING, JAMES, and JAMES FRANCH, Leigh, Lancs., Joiners Bolton Pet Dec 5 Ord Dec 17

JONES, HUGH DAVID, Ebenezer, Llanddeiniolen, Carnarvonshire, Grocer Bangor Pet Dec 16 Ord Dec 16

KERNEY, RICHARD, Bradford, Fruiterer Bradford Pet Dec 18 Ord Dec 18

LEWTON, E. T., St. Paul's, Bristol, Boot Manufacturer Bristol Pet Dec 5 Ord Dec 16

LONG, HENRY JACOB, Worcester, Cabinet Maker Worcester Pet Dec 17 Ord Dec 17

LONG, WALTER BERNARD, formerly Throgmorton avenue, Stock Jobber High Court Pet Dec 3 Ord Dec 18

MORGAN, HENRY, Goldsworth, Woking, Surrey, no occupation Guildford and Godalming Pet Nov 28 Ord Dec 17

MORGAN, JOHN, Llanhennock, Mon, Farmer Newport, Mon. Pet Dec 18 Ord Dec 18

PARKER, WILLIAM GEE, High Holborn, Photographer High Court Pet Dec 3 Ord Dec 18

ROBINSON, FREDERICK WILLIAM, and EDWARD THOMASON WIGGINS, Northampton, Boot Manufacturers Northampton Pet Dec 14 Ord Dec 14

SALT, GEORGE, Phœnix Wharf, Clink st, Southwark, Wharfinger High Court Pet Dec 11 Ord Dec 17

SIMMONDS, JAMES, jun., Midhurst, Sussex, Clothier Brighton Pet Dec 17 Ord Dec 17

SPROSTON, GEORGE, Dudley, Bedstead Manufacturer Dudley Pet Dec 10 Ord Dec 10

STAAL, MOSES, Bethnal green rd, Boot Manufacturer High Court Pet Dec 16 Ord Dec 16

TAYLOR, THOMAS, Keswick, Restaurant Keeper Cockermouth and Workington Pet Dec 16 Ord Dec 16

THOMAS, THOMAS, Aberdare, Engine Driver Aberdare Pet Dec 18 Ord Dec 18

VAN PRAAGH, JACOB, Jermyn st, Haymaket, Diamond Merchant High Court Pet Dec 16 Ord Dec 16

VICKERS, EDWARD CHARLES, Golden lane, Hat Manufacturer High Court Pet Dec 18 Ord Dec 18

WALL, JOHN, Farfield, Addingham, Yorks, Farmer Bradford Pet Dec 4 Ord Dec 18

WALSWORTH, HENRY WILLIAM, and GEORGE STRICKLAND, Landport, Boot Dealers Portsmouth Pet Dec 17 Ord Dec 17

WEST, JOHN THOMAS, Louth, Lincs, Grocer Gt Grimsby Pet Dec 16 Ord Dec 16

WILLIAMS, EDWIN POND, Houndwell, Southampton, Builder Southampton Pet Dec 16 Ord Dec 16

The following amended notice is substituted for that published in the London Gazette of Nov. 29.

GOODMAN, JOHN GEORGE, Birmingham, Coal Merchant Birmingham Pet Nov 14 Ord Nov 25

FIRST MEETINGS.

BARKER, ARTHUR HENRY, Duke st, Piccadilly, Professional Rider Jan 7 at 12 33, Carey st, Lincoln's inn fields

BENTLEY, SAMUEL, Leeds, Wholesale Warehouseman Jan 3 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

BENZON, E., Jermyn st, St James's, Gent Jan 3 at 11 33, Carey st, Lincoln's inn fields

BIRKETT, ROBERT PARKER, Manchester, Solicitor Dec 31 at 12 Off Rec, Ogden's chmbrs, Bridge st, Manchester

BOXALL, THOMAS CHARLES, Southsea, Grocer Dec 31 at 3 Off Rec, 166, Queen st, Portsea

BROWN, SAGAR, Blackburn, Bookseller Dec 31 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

CLARKE, JOHN, Derby, Labourer Jan 9 at 12 Off Rec, 48, High st, Boston

CLARKE, JOHN WILLIAM, Liverpool, Farmer Dec 31 at 2.30 Off Rec, Crypt chmbrs, Chester

CLARKE, NATHAN, and JOHN WILLIAM NATHAN, Blaby, Leics, Hosiery Manufacturers Jan 2 at 12.30 Off Rec, 34, Friar lane, Leicester

COOPER, WILLIAM BARNES, Wellington st, Strand, Fruit Salesman Jan 3 at 12 Bankruptcy bldngs, Portugal st, Lincoln's inn fields

COPELAND, WALTER, High Wycombe, Bucks, Grocer Dec 30 at 12 1, St Aldate's, Oxford

CRAWLEY, JOSEPH, Wavendon, Bucks, Butcher Dec 31 at 2 20 Railway Hotel, Bletchley Station

DOUGHTY, HENRY BROUGHAM, High Holborn, Milk Dealer Jan 2 at 12 33, Carey st, Lincoln's inn fields

ELLIOTT, ALEXANDER, Cullomptor, Devon, Innkeeper Dec 30 at 11 Off Rec, 13, Bedford circus, Exeter

FOX, GEORGE, the elder, Heigham, Norwich, Builder Dec 27 at 4 Off Rec, 8, King st, Norwich

GALLAGHER, MICHAEL FREDERICK, Preston, Tailor Jan 10 at 3 Off Rec, 14, Chapel st, Preston

GARRETT, WALKER HENRY, Great Yarmouth, Fruiterer Dec 28 at 1 Off Rec, 8, King st, Norwich

GILL, SARAH ANN, Bradford, Grocer Dec 31 at 11 Off Rec, 31, Manor row, Bradford

GOTT, BENJAMIN, Nottingham, Carter Dec 31 at 12 Off Rec, St Peter's Church Walk, Nottingham

GREEN, WALTER, Sleaford, Lincs, late Mineral Water Manufacturer Jan 2 at 12.30 Off Rec, 31, Silver st, Lincoln

GRIFFITH, WILLIAM, Syresham, Northamptonshire, Farmer Dec 31 at 12 County Court bldgs, Northampton

GRINT, SAMUEL, Norwich, Boot Manufacturer Dec 27 at 3 30 Off Rec, 8, King st, Norwich

HEATH, JOHN, Barnsbury rd, Builder Jan 3 at 12 33, Carey st, Lincoln's inn fields

JOHN, JOSEPH, Hakin, Hubberston, Pembs, Butcher Jan 8 at 2.30 Temperance Hall, Pembroke Dock

LAWRENCE, ELIZABETH, Brighton, Laundress Dec 30 at 3 Off Rec, 4, Pavilion bldgs, Brighton

LEWTON, E T, St Paul's, Bristol, Boot Manufacturer Jan 15 at 1 Off Rec, Bank chmbrs, Bristol

LILWALL, TOM HUGHES, Newport, Mon, Commercial Traveller Dec 30 at 12.30 Off Rec, 12, Tredegar place, Newport

MARTIN, JAMES, Abersychan, Mon, General Dealer Dec 30 at 11.30 Off Rec, 12, Tredegar place, Newport

MCELROY, CHARLES WILLIAM, Stockwell rd, Brixton, Beer Retailer Jan 1 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields

MILNER, FRED, late of Haxey, Lincs, Potato Merchant Jan 2 at 12.30 Off Rec, 31, Silver st, Lincoln

MOBB, HERBERT, Peterborough, Shoemaker Jan 10 at 12 Law Courts, New rd, Peterborough

MORGAN, JOHN EDDLINGTON, Gainsborough, Fish Dealer Jan 2 at 12.15 Off Rec, 31, Silver st, Lincoln

PRESSLER, CHARLES, Manchester, Provision Dealer Dec 31 at 12.30 Off Rec, Ogden's chbrs, Bridge st, Manchester

RODWELL, THOMAS HENRY, Hardess st, Camberwell, Builder Jan 7 at 11 Bankruptcy bldgs, Lincoln's inn

SAINT, ARTHUR EDWARD, Tonge, Leices, Farmer Jan 2 at 3 Off Rec, 34, Friar lane, Leicester

SAUNION, HENRY, Botolph alley, Oyster Merchant Jan 3 at 11 Bankruptcy bldgs, Lincoln's inn

SHARP, ROBERT, Cannon st, Iron Agent Jan 7 at 12 Bankruptcy bldgs, Lincoln's inn

SMITH, WALTER JOHN, Cardiff, Grocer Dec 30 at 12 Off Rec, 29, Queen st, Cardiff

STEPHENSON, SAMUEL, Leeds, Sign Writer Dec 30 at 12 Off Rec, 22, Park row, Leeds

TARRY, A E, Bath Jan 15 at 12 Off Rec, Bank chbrs, Bristol

THOMAS, JANE, and MARTHA THOMAS, Aberystwith, Cardiganshire, Grocers Jan 30 at 12.30 Townhall, Aberystwith

TURNBULL, DAVID, West Longridge, Northumberland, Farmer Dec 31 at 2.30 Off Rec, Pink lane, Newcastle upon Tyne

WALSWORTH, HENRY WILLIAM, and GEORGE STRICKLAND, Landport and Gosport, Boot Dealers Jan 1 at 12.30 Chamber of Commerce, 145, Cheapside

WICKHAM, JOHN COMELY, Kingsdown, Bristol, Traveller Jan 15 at 12.30 Off Rec, Bank chbrs, Bristol

WIDDOWSON, THOMAS, Beeston, Notts, Commercial Traveller Dec 31 at 11 Off Rec, St Peter's Church walk, Nottingham

WIGGINS, JOSEPH, Sandford St Martin, Oxon, Retired Farmer Dec 31 at 12 1, St Aldate's, Oxford

WILLIAMS, EDWIN POND, Houndwell, Southampton, Builder Dec 31 at 11.30 Off Rec, East st, Southampton

WYNNE, EMILY, Gnosall, Stafford, late School Proprietress Dec 30 at 12 Off Rec, 4, Pavilion bldngs, Brighton

The following amended notice is substituted for that published in the London Gazette of Dec 17.

GOODMAN, JOHN GEORGE, Birmingham, Coal Merchant and Haulier Jan 1 at 3 25, Colmore row, Birmingham

ADJUDICATIONS.

BARKER, ARTHUR HENRY, Duke st, Piccadilly, Professional Rider High Court Pet Dec 4 Ord Dec 17

BARNES, HENRY, Croydon, Surrey, Horsedealer Croydon Pet Nov 19 Ord Dec 16

BIRKETT, ROBERT PARKER, Manchester, Solicitor Manchester Pet Nov 2 Ord Dec 16

BISSETT, WILLIAM CRELLIN, JAMES FRANCIS BISSETT, and LAWRENCE COLGRAVE BISSETT, Sheffield, Builders Sheffield Pet Dec 4 Ord Dec 16

BOWEN, JOHN, Llwyneinon, Cilrhedyn, Farmer Carmarthen Pet Nov 25 Ord Dec 16

BOWLER, EDWARD, Pulborough, Sussex, Coal Merchant Brighton Pet Dec 2 Ord Dec 18

CHALK, WILLIAM J., late Winchester House, Old Broad st, Civil Engineer High Court Pet May 28 Ord Dec 16

COPELAND, WALTER, High Wycombe, Bucks, Grocer Aylesbury Pet Dec 10 Ord Dec 16

ELLIOTT, ALEXANDER, Cullompton, Devon, Innkeeper Exeter Pet Dec 16 Ord Dec 16

EVANS, WILLIAM, Pontyeats, Llangendeirne, Carmarthenshire, Draper Carmarthen Pet N ov 26 Ord Dec 17

EXLEY, WILLIAM, Otley, Yorks, Ironfounder Leeds Pet Dec 11 Ord Dec 18

GALLAGHER, MICHAEL FREDERICK, Preston, Tailor Preston Pet Dec 16 Ord Dec 16

GARRETT, WALTER HENRY, Gt Yarmouth, Fruiterer Gt Yarmouth Pet Dec 17 Ord Dec 17

GILL, SARAH ANN, Bradford, Grocer Bradford Pet Dec 16 Ord Dec 16

GOTT, BENJAMIN, Nottingham, Carter Nottingham Pet Dec 14 Ord Dec 14

GREEN, WALTER, Sleaford, Lincs, late Mineral Water Manufacturer Lincoln Pet Dec 17 Ord Dec 17

GRINT, SAMUEL, Norwich, Boot Manufacturer Norwich Pet Dec 17 Ord Dec 17

HATTER, JOSEPH, York, Wholesale Dealer in Firewood York Pet Dec 18 Ord Dec 18

HENSON, H., Oldfield rd, Broughton rd, Stoke Newington, Builder High Court Pet Oct 15 Ord Dec 18

HEWLETT, GEORGE WILLIAM, Hereford, Fruiterer Hereford Pet Dec 16 Ord Dec 16

HOGG, SAMUEL, Horsepools, nr Stroud, Stone Merchant Gloucester Pet Dec 13 Ord Dec 17

JONES, HUGH DAVID, Ebenezer, Llanddeiniolen, Carnarvonshire, Grocer Bangor Pet Dec 14 Ord Dec 16

KERNEY, RICHARD, Bradford, Fruiterer Bradford Pet Dec 17 Ord Dec 18

LONG, HENRY JACOB, Worcester, Cabinet Make Worcester Pet Dec 17 Ord Dec 17

ROBINSON, FREDERICK WILLIAM, and EDWARD THOMASON WIGGINS, Northampton, Boot Manufacturers Northampton Pet Dec 14 Ord Dec 14

RODWELL, THOMAS HENRY, Hardess st, Camberwell, Builder High Court Pet Dec 4 Ord Dec 18

SIMMONS, JAMES, jun, Midhurst, Sussex, Clothier Brighton Pet Dec 17 Ord Dec 17

SMITH, EDWARD ALBERT, Aston juxta Birmingham, Plumber Birmingham Pet Dec 4 Ord Dec 17

SPROSTON, GEORGE, Dudley, Bedstead Manufacturer Dudley Pet Dec 10 Ord Dec 16

STAAL, MOSES, Bethnal gn rd, Boot Manufacturer High Court Pet Dec 16 Ord Dec 16

STEWART, GEORGE HENRY, Blackburn, Draper Blackburn Pet Nov 12 Ord Dec 18

STILL, WILLIAM, Patcham, Sussex, Builder Brighton Pet Dec 4 Ord Dec 16

TAYLOR, THOMAS, Keswick, Cumberland, Restaurant Keeper Cockermouth and Workington Pet Dec 16 Ord Dec 16

THOMAS, THOMAS, Aberdare, Engine Driver Aberdare Pet Dec 18 Ord Dec 18

THOMPSON, ROBERT, West Bromwich, Commission Agent West Bromwich Pet Dec 4 Ord Dec 16

WATERS, EDMOND CHESTER, Shaftesbury rd, Hammersmith, Barrister at Law High Court Pet Oct 1 Ord Dec 16

WELLMAN, HARRY, Cambridge rd, Kilburn, Ironmonger High Court Pet Dec 9 Ord Dec 17

WEST, JOHN THOMAS, Louth, Lincs, Grocer Gt Grimsby Pet Dec 14 Ord Dec 16

WILD, GEORGE HENRY, Halifax, Tinplate Worker Halifax Pet Dec 7 Ord Dec 10

WILLIAMS, EDWIN POND, Houndwell, Southampton, Builder Southampton Pet Dec 16 Ord Dec 16

WRENCH, RICHARD AUGUSTUS, Boughton, Cheshire, Market Gardener Chester Pet Nov 21 Ord Dec 17

WYNNE, EMILY, Gnosall, Stafford, late School Proprietress Brighton Pet Nov 13 Ord Dec 18

ADJUDICATION ANNULLED.

ADFORD, FREDERICK, Bedford, Gent Bedford Adjud Oct 28 Annul Dec 12

SALE OF ENSUING WEEK.

Jan. 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, E.C., at 2 o'clock, Periodical Sales (see advertisement, this week, p. 4).

MR. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES, orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from £1 1s. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," address, 17, Brazennose-street, Albert-square, Manchester.

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

Labor omnibus unus—Georgicon, Lib. IV.

DIRECTORS:

ALEXANDER CROSSMAN, Esq. (Messrs. Crossman & Prichard), 16, Theobald's-road, W.C.

DOUGLAS GARTH, Esq. (Messrs. Pemberton & Garth), 5, New-court, Lincoln's-inn, W.C.

HENRY EDWARD GRIBBLE, Esq. (Messrs. Torr, Janeways, Gribble, & Oddie), 38, Bedford-row, W.C., and 19, Parliament-street, S.W.

JOHN ARTHUR ILIFFE, Esq. (Messrs. Iliffe, Henley, & Sweet), 2, Bedford-row, W.C.

GEORGE EDWARD LAKE, Esq. (Messrs. Lake, Beaumont, & Lake), 10, New-square, Lincoln's-inn, W.C.

FRANK ROWLEY PARKER, Esq. (Messrs. Sharpe, Parkers, Pritchard, & Sharpe), 12, New-court, Carey-street, W.C., and 9, Bridge-street, Westminster, S.W.

RICHARD PENNINGTON, Esq. (Messrs Cookson, Wainewright, & Pennington), 64, Lincoln's-inn-fields, W.C.

The OBJECT OF THE SOCIETY is to enable Solicitors, by co-operation among themselves, to ensure the highest efficiency in all branches of their Law Stationery work, and to share in the profits arising therefrom.

After setting aside a reserve and a 6 per cent. preferential cumulative dividend, the PROFITS are divided between (*a*) Shareholders and (*b*) Customers, being Solicitors whose accounts amount to £100 per annum (less payments), until the former have received 12 per cent. in a after which such Customers take the whole residue.

In addition, LIBERAL DISCOUNTS are allowed, as shewn in the Price List, and the Society supplies goods on account and without requiring payments before delivery.

Price Lists forwarded post-free on application to the Secretary, W. H. S. SHIRLEY.

The Society does not give legal advice or transact any work which is required by law to be done by a duly-qualified Solicitor.

12, NEW COURT, CAREY STREET, W.C., AND 49, BEDFORD ROW, W.C.

STIMSON'S LIST of PROPERTIES for SALE for the present month contains 2,000 investments and can be had free. Particulars inserted without charge. It is the recognised medium for selling or purchasing property by private contract.—Mr. STIMSON, Auctioneer, Surveyor and Valuer, 3, New Kent-road, S.E.

MR. B. A. REEVES, LAND AGENT and SURVEYOR, LONSDALE CHAMBERS, 27, CHANCERY LANE, is prepared to conduct Sales of Freehold and Leasehold Properties by Auction on moderate terms. The Management of Property and Collection of Rents undertaken.

TO GROUND-RENT OWNERS. — We have various applications from capitalists desirous of purchasing well-secured GROUND-RENTS, and we therefore invite Ground-Rent Owners wishing to effect immediate Sales to communicate with us.

DOWSETT & CO., Ground-Rent Agents, 3, Lincoln's-inn-fields.

LINCOLN'S - INN - FIELDS. — Lower Ground Floor Premises; light, dry, and accessible; suitable for almost any professional or business purposes or club; good opportunity for a law stationer to establish in this legal centre.—Apply to HOUSEKEEPER, 3 and 4, Lincoln's-inn-fields.

OFFICES and CHAMBERS. — Lofty and Well-lighted Offices and Chambers to be Let at Lonsdale Chambers, No. 27, Chancery-lane (opposite the New Law Courts). Also large, well-furnished Rooms for Meetings, Arbitrations, &c.—Apply to Messrs. C. A. HARRISON & Co., Chartered Accountants, on the premises.

SOLICITOR'S ACCOUNTANT, desirous of filling up time, undertakes auditing, preparation of balance-sheets, statements of affairs, and Legacy and Succession Duty Accounts; arrears of costs brought up; terms moderate.—CALCULATOR, Messrs. Matthews, Drew, & Co., 10, Gray's-inn-place, W.C.

LEGAL MEDICINE.—Professor W. M. SMITH, Barrister-at-Law, M.D D. Sc., will DELIVER, at King's College, London, in the Hilary Term, a Special Course of LECTURES on LEGAL MEDICINE, to Barristers and Law Students.—For particulars apply to J. W. CUNNINGHAM, Secretary of King's College, London.

TO TRUSTEES, EXECUTORS, and Others.—Jewellery and Plate Purchased.—Messrs. HUNT & ROSKELL (late Storr & Mortimer) Buy, at full market prices, for immediate cash, Silver Plate, Jewellery, Diamonds, Pearls, and other gems —Jewellers and Silversmiths to H.M. The Queen, 156, New Bond-street, W.

VALUATIONS for PROBATE, &c.—Messrs. WATHERSTON & SON (Licensed Valuers), 12, Pall Mall East, S.W., offer their services to the Profession in the case of Gold, Silver, Jewellery, and objects of Art and Value.

REVERSIONS AND LIFE POLICIES
MONTHLY PERIODICAL SALE.

Messrs. SLADE & BUTLER, Reversion Valuers and Auctioneers, 26, Queen-street, Cheapside, include in their Special Auctions Reversionary Interests of every character or effect Private Sales. No preliminary fees. Advances carried out at from four to five per cent. interest.

IF you want Money without Fees—amounts £10 to £1,000—before applying elsewhere see Mr. O. CLIBURN, personally if possible, 43, Great Tower-street.

BOOKS BOUGHT.—To Executors, Solicitors, &c.—HENRY SOTHERAN & CO., 136, Strand, and 36, Piccadilly, PURCHASE LIBRARIES or smaller collections of Books, in town or country, giving the utmost value in cash; also value for PROBATE. Experienced valuers promptly sent. Removals without trouble or expense to sellers. Established 1816. Telegraphic Address, Bookmen, London. Code in use, Unicode.

TEMPLE AVENUE CLUB, LIMITED.—Annual Subscription: £2 2s., Town Members; £1 1s., Country Members; £1 1s., Articled Clerks.—For the convenience of members of both branches of the Legal Profession, and to promote social and friendly intercourse. The Club accommodation comprises a large Club Room, Billiard Room, Smoking Room, and a Reception and Consultation Room, on the ground floor of the new building known as Temple Chambers, Temple-avenue, which adjoins the Victoria-embankment, and is within four minutes' walk of the Royal Courts of Justice.—Application for membership should be made to the SECRETARY, Temple-chambers, Temple-avenue, London, E.C., from whom further particulars can be obtained.

LONDON GAZETTE (published by authority) and LONDON and COUNTRY ADVERTISEMENT OFFICE.—No. 117, CHANCERY LANE, FLEET STREET.

HENRY GREEN, Advertisement Agent, begs to direct the attention of the Legal Profession to the advantages of his long experience of upwards of forty years, in the special insertion of all pro forma notices, &c., and hereby solicits their continued support.—N.B. Forms, Gratis, for Statutory Notices to Creditors and Dissolutions of Partnership, with necessary Declaration. Official stamped forms for advertisement and file of "London Gazette" kept. By appointment.

MESSRS. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793), 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week Saturday excepted).

ESTABLISHED 1851.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane.

THREE per CENT. INTEREST allowed on DEPOSITS, repayable on demand.

TWO per CENT. INTEREST on CURRENT ACCOUNTS calculated on the minimum monthly balances, when not drawn below £100.

The Bank undertakes for its Customers, free of Charge, the Custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks, Shares, and Annuities. Letters of Credit and Circular Notes issued.

The BIRKBECK ALMANACK, with full particulars, post-free, on application.

FRANCIS RAVENSCROFT, Manager.

JNO. STEVENSON & COWPER,
MIDDLESBROUGH,

VALUERS OF IRONWORKS, MINES, AND COLLIERIES.

Partnerships and Sales and Purchases negotiated.

Middlesbrough Corporation 3 per Cent. Debenture Stock: prospectuses on application.

Telegrams, "Iron."

SEAL ENGRAVING,
ECCLESIASTICAL, CORPORATE, & HERALDIC.
BOOK-PLATES IN MEDIÆVAL AND MODERN STYLES DESIGNED AND ENGRAVED.
THOMAS MORING.
First Avenue Hotel Buildings, High Holborn, W.C.
Telephone No. 2,730.
Seals for Companies Engraved and fitted to Presses.

EDE AND SON,
ROBE MAKERS,
BY SPECIAL APPOINTMENT,
To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS
SOLICITORS' GOWNS.
Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.
CORPORATION ROBES, UNIVERSITY AND CLERGY GOWNS.
ESTABLISHED 1689.
94, CHANCERY LANE, LONDON.

FURNISH your HOUSES or APARTMENTS THROUGHOUT on MOEDER'S HIRE SYSTEM.
The original, best, and most liberal. Suits all. Founded A.D. 1868.
Furnish direct from the Manufacturer, from £10 to £10,000.
Cash prices. No extra charge for time given.
Catalogues, estimates, Press opinions, testimonials, post-free.
F. MOEDER, 248, 249, & 250, Tottenham-court-rd., W.
ALSO for HIRE ONLY.

The Companies Acts, 1862 to 1886
BY AUTHORITY
Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.
MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, CHEQUES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.
RICHARD FLINT & CO.,
Stationers, Printers, Engravers, Registration Agents,
49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).
Annual and other Returns Stamped and Filed.